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The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 8, 1890.

CURRENT TOPICS.

UP TO THE TIME of going to press we have no information as to whether the resignation of Lord Justice COTTON has been definitively accepted.

THE COMPANIES (Winding-up) Act and the Bankruptcy Act of last session come into operation on the 1st of January next, and it is, therefore, very important that the rules, which the Lord Chancellor, with the concurrence of the President of the Board of Trade, is empowered to make, should be issued with as little delay as possible. We trust, however, that before they are issued both branches of the profession will be afforded an opportunity of making observations upon the rules in draft.

THE LATEST RUMOUR with regard to the proposed new series of the *Law Reports* is that in future there are to be in each year volumes 1, 2, 3, and perhaps 4 of reports of cases in the Chancery Division; volumes 1, 2, and perhaps 3 of Queen's Bench Division cases; and, we suppose, a volume each to the appellate jurisdiction and the Probate, Divorce, and Admiralty Division; and that each volume will be distinguished by figures denoting the year in which it is published. The citation will be something like this: 2 Ch. D. (1891) 221, or 1 Q. B. D. (1891) 442, or 1 P. D. & A. (1891) 120. This manner of citation will be extremely clumsy, and will entail additional labour on reporters and authors and the many barristers, solicitors, and clerks who note up their law books. The volumes, too, are likely to stray more into wrong places in the practitioners' library.

IN THE LIST of Court of Appeal No. 2 there are set down no fewer than ten appeals by the Apollinaris Co., all of them having reference to trade-marks, and in the list they are numbered 23 to 26, 34 to 38, and 44. On an application made on Monday last, it was directed that these cases should not come into the paper before the 25th inst. Numbers 23 to 26 are put back to come on with No. 34, and if on that date the turn for No. 34 to be heard has arrived, the ten cases will be in the daily paper, and will be heard in their order. The convenience of this plan arises from the fact that the decision in several of the cases will govern that in several others, but the effect may be to unduly advance some of those appeals which now stand after No. 38; so that solicitors who have cases after No. 38 should be prepared. No notice of this important arrangement has yet appeared in the daily list.

THE CASE of *Reg.* v. *Judge of Clerkenwell County Court*, which came before the Queen's Bench Division on the 5th inst., determines an important question, upon which hitherto considerable difference of opinion has existed. It was there held that a county court judge, to whose court an action has been remitted from the High Court, has power in such action to add a co-plaintiff. This decision is, we venture to think, fully warranted by the language of the remitting sections (65 and 66) of the County Courts Act, 1888, each of which provides, with respect to an action remitted from the High Court under its provisions,

that "*the action and all proceedings therein shall be tried and taken in such court*" [*i.e.*, the particular county court designated by the remitting order] "*as if the action had originally been commenced therein.*" In the previous case of *Mulleneisen* v. *Coulson* (36 W. R. 524, 20 Q. B. D. 667) it was held that, when an action had been remitted for trial in the county court, under section 10 of the County Courts Act, 1867, the county court judge had no power to add a defendant without his consent. It is necessary, however, to point out that the enactment under consideration in this last mentioned case did not contain the provision above set out, which is now included in the County Courts Act, 1888. The case of *Mulleneisen* v. *Coulson* (*supra*) may, therefore, we think, now be considered as overruled: Heywood's Annual County Court Practice, 1890, p. 441.

In another column we print a letter from an eminent conveyancer in which he states the present practice of the authorities of the Stamp Office in respect to the stamps on assignments of policies when effected for the purpose of a settlement by a separate deed, but does not give his own opinion as to the validity of the practice. The Stamp Act, 1870, provides (section 126) that

"Where several instruments are executed for effecting the settlement of the same property, and the *ad valorem* duty chargeable in respect of the settlement of such property exceeds ten shillings, one only of such instruments is to be charged with the *ad valorem* duty."

The Act leaves it to the parties to determine on which instrument the *ad valorem* stamp is to be affixed. It follows that the plan, recommended in this journal, of affixing the *ad valorem* stamp to the assignment, is perfectly valid, and it has this advantage, that the production of the assignment by itself shews that it is properly stamped. On the other hand, if the plan of stamping the assignment with a ten shilling stamp is followed, it will be necessary to produce the settlement on every dealing with the policy in order to shew that the assignment of the policy is properly stamped, as, if the settlement does not bear the true *ad valorem* stamp, the ten shilling stamp is not the proper stamp on the assignment of the policy. It should perhaps be remarked that the provisions of section 76 of the Stamp Act, 1870, as to charging the principal instrument with *ad valorem* duty, apply only to conveyances on sale. Where the *ad valorem* stamp is affixed on the assignment of the policy, the recital of the assignment in the settlement ought to state that the assignment is duly stamped with the *ad valorem* stamp, as this is "a fact and circumstance affecting the liability of the settlement to *ad valorem* duty," see section 10.

We hope that, in accordance with of the evident desire of the provincial meeting at Nottingham, the Council of the Incorporated Law Society will proceed with the Rules Publication Bill. The Bill of last year provided that all rules proposed to be made by any rule-making authority should be published in the *London Gazette* at least forty days before they were made, and on the expiration of those forty days, but not before, the authority were to have power to make the rules either in the form or to the effect of the published draft, or with such alterations or additions as to the authority may seem fit. "Rule-making authority" was defined as meaning the authority for the time being empowered to make rules for Her Majesty's Supreme Court of Judicature in England and Ireland; the Lord Chancellor of Great Britain acting in pursuance of any Act empowering him to make rules either alone or with the advice or concurrence of any other authority or person, or otherwise; any Government department acting in pursuance of any Act empowering that department to make rules with the advice or concurrence of the Lord Chancellor; the Board of Trade, in pursuance of the Patents, Designs, and Trade-Marks Acts, 1883; and the Rule Committee of the County Court Judges. It may possibly be objected that inconvenience will arise if the hard and fast rule of forty days is adhered to in all cases, as it may often happen that rules have to be made without delay to meet sudden emergencies, but this might be met by giving the rule-making authorities power to make provisional rules to come into operation forthwith, when absolutely necessary, pending the forty days' publication.

We referred last week to the decision of the Court of Appeal in *Bird* v. *Davey* (*ante*, p. 9). We recur to the matter in order to say that in preparing bills of sale where there are two or more grantors, and where it is necessary or advisable to have two attestation clauses, solicitors should be careful not to follow the precedent set them in the bill of sale which came before the court in the recent case. There were three grantors and two attestation clauses in the bill of sale, each attestation clause being signed by "Geo. Bailey" as attesting witness, and each attesting the execution of the bill of sale by the respective grantors. In the first attestation clause the attesting witness gave his "address and description," as required by the form in the schedule to the Bills of Sale Act, 1882 (see *Parsons* v. *Brand*, *Coulson* v. *Dickson*, 38 W. R. 388, 25 Q. B. D. 110), but in the second attestation clause the address and description were omitted. The Court of Appeal, however, held that, inasmuch as, upon looking at the original bill of sale, it was plainly evident, or, as the court said, it was "an irresistible inference," from the handwriting, &c., that the signature "Geo. Bailey" in both cases was the signature of the same person, the address and description were given upon the bill of sale, and the bill of sale was valid. Too much reliance, however, should not be placed upon this case. Mere similarity of the signatures would probably not be sufficient; that would not cause an "irresistible inference." In truth, the case of *Bird* v. *Davey* must be considered as an altogether exceptional one. As was graphically said by a person engaged in court at the time, the whole bill of sale "perspired" with evidence that the attesting witness in each attestation clause was one and the same person. The bill of sale, as originally drawn, contained only one grantor and one attestation clause, the bill being in regular clerk's handwriting. The grantee's solicitor evidently considered that two other persons should be made grantors as well, and thereupon the two names and a second attestation clause were added; both attestation clauses were signed by "Geo. Bailey," the signatures being obviously in the same handwriting, and the words, "the alterations initialled by me having been first made," were inserted in both attestation clauses; and the alterations were only initialled once, "G. B.," clearly shewing that there could have been only one attesting witness. The court, having the original bill of sale before it, and judging solely from what appeared upon its face, could come to no other conclusion than that the attesting witness in each case was the same person. The above facts shew that the case was a very exceptional one, and it would be dangerous to rely too much upon it. The case, indeed, seems to us to be a warning to be careful to insert the address and description of the witness in each attestation clause, if there are more than one, for it seldom happens that there is such a combination of circumstances apparent upon the face of the bill of sale, and all tending in one direction, as was present in the bill of sale in *Bird* v. *Davey*.

A correspondent, in a letter which we printed last week (*ante*, p. 8), raised the question of the remedy of a transferee under a forged transfer of shares. It is assumed that the forger, who has purported to act as vendor, cannot be got at to any purpose, and that the choice lies between the purchaser's own broker and the vendor's broker. But as to the purchaser's broker, he is, with regard to the purchaser, merely an agent, and it does not appear that he would be liable to the purchaser except on the ground of negligence, and this is hardly constituted by the mere fact of his accepting the forged transfer. But as to the vendor's broker the case is different. The contract note which he delivers is made out in his own name, and, although it is well known that he is only acting as an agent, yet he is bound by it. This is well settled as to the general law of agency by *Jones* v. *Littledale* (6 A. & E. 486) and *Higgins* v. *Senior* (8 M. & W. 834). In the latter case it was laid down that evidence of the agency is admissible to give the benefit of the contract to, and to fix liability upon, the unnamed principals. But to allow the agent in this manner to discharge himself would be to contradict the written agreement. Accordingly in *Magee* v. *Atkinson* (2 M. & W. 440) the vendor's broker, although well known to be such, was held liable at the suit of the purchaser for non-completion of the contract. Moreover, a direct decision with

reference to a broker's liability in respect of a forged transfer exists in *Royal Exchange Assurance Co.* v. *Moore* (11 W. R. 592), where, on the authority of the above cases, it was held that the vendor's broker was liable to compensate the purchaser, and could not excuse himself on the ground of his agency. It is not a question of any negligence on his part, but he has entered in his own name into a contract of which the delivery of a forged transfer is no performance. Consequently he is liable for the breach of it. If the purchaser's broker buys from a jobber, of course the purchaser's remedy is against the jobber, who in his turn has a remedy against the vendor's broker.

We are afraid that some of our valued contributors too often forget that there are people who cannot understand a joke. We printed a fortnight ago some observations on the new costs enactment, in which a suggestion—we should have thought obviously enough jocular—was made that the last words of the new enactment were wide enough to justify the Court of Appeal in ordering the judge below to pay the costs of an appeal to such an extent as it has been occasioned by his erroneous decision. We are diverted to see that a legal contemporary last week accepted the remarks *au sérieux*, and proceeded to solemnly discuss the question as follows:—

"As to the words 'the court or judge shall have full power to determine by whom and to what extent such costs are to be paid,' the alarming suggestion has been made by a contemporary that 'they are wide enough to enable the court or judge to make either solicitor or counsel pay the costs, and to justify the Court of Appeal in ordering the judge below to pay the costs of an appeal to such an extent as it has been occasioned by his erroneous decision.' We confess we can see no ground whatever for thinking this to be the true construction of the statute, which must be read with reference to the parties before the court, and not with reference to their agents. Moreover, so novel a provision, if intended by the Legislature, would have been introduced in express terms. No court would allow it to creep in by a side wind."

We have remonstrated with our contributor for his thoughtlessness in causing all this trouble, doubt, anxious consideration, and elaborate marshalling of arguments. We grieve to say, however, that he is unrepentant; he even avows his intention of making more jokes if only our contemporary will cap them in this excellent way.

In a letter, which we print elsewhere, an esteemed correspondent draws attention to the refusal of a limited liability company to act upon a transfer expressed to be made "without pecuniary consideration, but in order to effectuate an appointment of new trustees." The reason alleged is that they would thereby be receiving notice of a trust, and that this they are exempted from doing by section 30 of the Companies Act, 1862. We quite agree with our correspondent that the objection is untenable, and this seems to be sufficiently shewn by the decisions which have been given on the section. How far this exempts companies from receiving notice of equitable interests of any kind has been a matter of controversy. In *Société Générale de Paris* v. *Walker* (34 W. R. 662, 11 App. Cas. 20) Lord Selborne said that a company was under no obligation to accept notices of equitable interests or trusts if actually given or tendered to them, and that any such notice, if given, would be absolutely inoperative to affect the company with any trust. On the other hand, in the subsequent case of *Bradford Banking Co.* v. *Briggs* (35 W. R. 521, 12 App. Cas. 29) it was thought that this went too far, and that a company could not make section 30 an excuse for refusing to receive notice of a charge upon shares in order to let in a lien of its own. Such a charge, it was considered, was not a trust within the meaning of the section. But as regards trusts pure and simple, such as are implied in a transfer of the kind now in question, there is no reason to suppose that any of the law lords would have dissented from the opinion of the Court of Appeal in both the cases above referred to (the first *sub nomine Société Générale de Paris* v. *Tramways Union Co.*, 14 Q. B. D. 424; the second, 33 W. R. 887, 31 Ch. D. 10) that a notice of the trust, although in fact given to the company in order to affect it with the trust, is one to which they need pay no regard. In the present case, of course, the reference to the trust has no such object, being simply inserted in order to give the deed its proper form. It seems to follow that it is the duty of the company to ignore the matter altogether and to treat the deed as an ordinary transfer deed.

It is not the fashion with the legal profession to do full justice to the brilliant capabilities of "parties in person." They are generally looked upon as simple nuisances, people who are always turning up at the wrong moment, pressing wildly impossible claims upon wearied judges, and worrying officials and professional men with absurd demands. But sometimes they do things of which the sharpest of sharp practitioners might well be proud. Here is an instance. A short time ago a plaintiff sued a man for goods sold and delivered. We say "a man" advisedly, because a good deal turns on the fact that the defendant belonged to the male sex. The plaintiff had no means of ascertaining the defendant's Christian name, and was, therefore, compelled to issue the writ of summons against him with his Christian name in blank. For convenience, therefore, we will call the defendant —— Smith. The plaintiff's solicitor sent a clerk to —— Smith's house to serve him with the writ, and, on the third time of calling for that purpose, the door was opened by a lady who informed the clerk that —— Smith was out. She was, of course, quite unable to say where he was, or when he would return, &c., &c. The lady said she was the defendant's wife, and that if any letter or paper were given to her for her husband she would be sure to give it to him. The clerk thereupon handed her an envelope addressed to "Mr. —— Smith." On the eighth day after this occurrence an appearance was entered in the action by "Jane Smith, sued as —— Smith, the defendant in this action." Now A., knowing that he was suing a man, and not a woman, disregarded this appearance, and applied to a master for an order for substituted service by post on —— Smith. He was still unable to discover the Christian name of the defendant. The order was made and the writ served by post in the regular way. After the time for appearance had passed, and no further appearance was entered, A. applied to enter judgment in default against —— Smith; but he was met by an unexpected difficulty. The defendant —— Smith was not in default, because someone who purported to be that individual had appeared. There was nothing on the writ to shew that the defendant —— Smith was a man, and therefore there was nothing to shew that the appearance for "Jane Smith, sued as —— Smith, the defendant in the action," was not a perfectly good appearance for the defendant sued. A., therefore, is now compelled to apply for an order to strike out Jane Smith's appearance. This can only be done by summons to be served on Jane Smith. All that is now required to enhance the credit due to this skilful conduct of the defence is for the husband to enter an appearance in the action on the day when the application to set aside the wife's appearance comes on to be heard. By this means the ordinary eight days allowed for appearance will have been stretched by the manœuvres of this ingenious couple to twenty-seven days. Who will say after this that parties in person have no genius for the law?

It is greatly to be wished that the "short titles" of Acts of Parliament should be carefully framed, so as to give as much and as exact description of the Act as can be given in the few words permissible. Not a few of the Acts of last session are very ineffectively named. For instance, the "Marriage Act" deals with one small portion of the law of marriage—that relating to the marriage of British subjects abroad, and the "Police Act" deals with one portion only of the police law—that relating to superannuation, whereas, from the short titles of these two Acts, it would be thought that they were as general as the Partnership Act, which is well enough named. The Tenants' Compensation Act applies to mortgaged land only, whereas, from the title, one would guess that it applied to all tenants under any kind of contract of tenancy. Again, in the case of the Infectious Diseases Prevention Act and the Public Health Acts Amendment Act, which are adoptive Acts only, some term descriptive of this limited application might surely have been inserted in the short title; and we would suggest the insertion of the word "adoptive" in all such adoptive Acts for the future. On the other hand, an instance of a so-called short title which is far too long is the "Contagious Disease

(Animals) Pleuropneumonia Act, 1890." Inasmuch as the contagious diseases of animals are the only contagious diseases which are now the subject of legislation, it would have been surely sufficient to have dubbed the Act the "Pleuropneumonia Act, 1890."

Lord Vernon, speaking as President of the Central Chamber of Agriculture, has made the important suggestion that the principle of the Agricultural Holdings Act should be applied as between the tenant for life of agricultural land and the remainderman. Now that so many farms are in hand, the proposal will no doubt be welcomed in many quarters, and it is perhaps surprising that it was not made during the passing through the House of Lords of the Settled Land Act, 1890. It might have been contended that a comparison of the list of improvements authorized by section 25 of the Settled Land Act, 1882, with those scheduled to the Agricultural Holdings Act, 1883, as being improvements for which an outgoing tenant may recover compensation from his landlord, would shew that Lord Vernon's proposal, if adopted, would merely be an extension of existing "settled land" law, and not any new departure. There would, however, be considerable difficulty in working out the details of the scheme.

THE MORAL FITNESS OF CANDIDATES FOR ADMISSION AS SOLICITORS.

We noticed last week the observations recently made by two learned judges on this subject. It will be remembered that Mr. Justice Mathew said he thought the Incorporated Law Society should have power to make inquiries into the qualifications of applicants who desired admission as solicitors. He had been informed that if the slightest inquiries had been made with regard to the solicitor then before him he would not have been admitted. Again, on the 29th of October, the learned judge said that the above remarks had been misunderstood. The repeated applications against solicitors made it clear to his mind that it would be most desirable that the Law Institution should arm itself, if it had not already got full powers, to inquire more carefully into the character and position of those persons who applied to be admitted as solicitors, and that they should have the power of rejecting persons they might think unfit to be admitted to the roll. Upon this we remarked that there appeared to be here an invitation of which we imagined the Council of the Incorporated Law Society would not fail to avail themselves. The invitation was to consider whether the council required any further powers than those it already possessed. We have reason to believe that the council have fully considered the matter, and are of opinion that they already possess ample power in the matter.

The power already possessed by the society to inquire into the moral character of candidates is contained in the Solicitors Act, 1877, and the regulations made thereunder. In that Act "final examination" is defined as an examination of persons applying to be admitted as solicitors, as well touching the articles and service as the fitness and capacity of such persons to act as solicitors, in all business and matters usually transacted by solicitors, and includes, when any allegation is made by the registrar of solicitors as to the moral unfitness of any such person to be an officer of the Supreme Court, an inquiry into the truth of such allegation.

The 29th of the regulations made under the Act of 1877 is to the effect that when an allegation is made by the registrar of solicitors as to the moral unfitness of any candidate at a final examination to be an officer of the Supreme Court, it shall be the duty of the secretary, or such other officer of the society, to refer such allegation to the committee (appointed under the Act), who shall take such steps for inquiring into the matter referred to them as they may deem necessary and proper. If the allegation referred to the committee is in their opinion proved, the committee shall report the same to the council, and the council may, in their discretion, refuse to grant a certificate to the candidate.

Under section 9 of the Solicitors Act, 1877, any person who has been refused a certificate, whether on the ground of moral unfitness or on any other ground, may, within one month after such refusal, appeal by petition in writing to the Master of the Rolls; and on the hearing of the petition the Master of the Rolls may make such order as to him shall seem meet.

With regard to the point as to whether any inquiries are actually made by the Law Society, we may mention that the solicitor to whom a clerk is articled has to answer, before the clerk is admitted to the final examination, questions as to whether the clerk has continuously, faithfully, honestly, and diligently served him, and been employed in his professional business as a solicitor. And one question is as follows:—"Is the said Mr. ———, as regards character, a fit and proper person to be admitted a solicitor of the Supreme Court?"

No one can know better than the master what the character of his articled clerk is. If he says the clerk is not a fit person to be admitted, he gives his reasons, and the matter is thoroughly investigated by the Examination Committee of the council, who report to the council, who, as a rule, adopt the report, and communicate the result to the candidate. If he should be dissatisfied with the decision, he is at liberty to appeal to the Master of the Rolls. If, on the other hand, the master answers the inquiry in the affirmative, as usually happens, the candidate is allowed to pass, unless the committee should have received information from any other source which would lead them to believe that stringent inquiry and investigation should take place.

It is a fundamental principle of our law that a man should be considered innocent until he is proved to be guilty, and we fail to see why articled clerks should not have the benefit of this principle. If, on the other hand, we are to presume that they are all unfit and improper persons, it will be necessary to make inquiries in each case. Of whom are these inquiries to be made? The clerk's master has certified that he is a fit and proper person, as far as character is concerned, to be admitted. The examiners have themselves to decide whether he is fit and proper so far as his knowledge of the law is concerned. It is hopeless to go to the relatives of the clerk, as, of course, they would say he was a fit and proper person. Are we to go to the clergyman whose church he attends, or ought to have attended? If he does not attend any church, to whom are we to apply? Then, again, different men have very different ideas as to what is moral fitness or unfitness, and even amongst the examiners themselves there may be divergent opinions on the subject. If a clerk's master certifies that the clerk has faithfully, honestly, and diligently worked in the office, and that his character while there has not been such as to unfit him to be admitted as a solicitor, we do not think the examiners ought to go behind this, unless, as before stated, they have reason to believe from other sources that the character of the clerk is bad. We may add that while the examinations were under the direct control of the judges we believe that no inquiry of the kind was made; at all events, there is no provision to that effect in the Solicitors Act, 1843.

With regard to the call of solicitors to the bar, to which Mr. Justice Grantham referred, the judges seem to have forgotten that a solicitor cannot, on the spur of the moment, elect to go to the bar. He must give twelve months' notice of his intention to seek being called to the bar. On the other hand, a barrister has only to give six weeks' notice of his intention to become a solicitor.

We believe, as we said before, that the matter has been fully considered by the Council of the Incorporated Law Society, and that they do not propose to take any action in the matter beyond continuing the inquiry addressed to the master to which we have above referred.

THE PARTNERSHIP ACT, 1890.

II.

The Act having, as we have already seen, defined the nature of partnership and a partnership firm, and having incorporated the provisions of Bovill's Act, proceeds to lay down the principles upon which partnership liability rests, and to state the nature of such liability. This brings us to the consideration of that division of the Act which indicates the "relations of partners to persons dealing with them" which we propose to examine under the following headings:—(*a*) holding out, (*b*) power of partner to bind firm, (*c*) partnership liability, and (*d*) change in firm—an

arrangement which, with the exception of "holding out," follows the order adopted by the Act.

Holding out.—It seems appropriate to consider this heading first, and to take it from the place assigned to it by the Legislature, because logically it occupies an isolated position. A person who is not in fact a partner can only be liable as such on the ground of misrepresentation—a ground wholly distinct from that on which the liability of partners themselves rests.

14 (1) "Everyone who by words spoken or written, or by conduct, represents himself, or who knowingly suffers himself to be represented, as a partner in a particular firm, is liable as a partner to anyone who has, on the faith of any such representation, given credit to the firm, whether the representation has or has not been made or communicated to the person so giving credit by or with the knowledge of the apparent partner making the representation or suffering it to be made."

This elaborate and carefully worded section embodies some important propositions of law, the short result of which is that if a person acts in such a way as to mislead a creditor into the belief that he is a partner he incurs partnership liability, and that it is immaterial whether or not the apparent partner knew that any particular creditor was aware of his conduct. For the sake of business men, whom it primarily affects, and who may not be skilled in analyzing such studied statements of law, it might perhaps have been more practical to have separated this section into short and simple sentences. The commonest case of "holding out" is where a man allows his name to appear as part of the firm-name. Thus it often happens that a partner on retiring temporarily leaves his name in the business. In so doing he runs the risk, even though entitled to an indemnity from his late partners, of having to pay the partnership debts. A question then arises as to whether he can protect himself as regards any particular creditor by informing him that he has in fact ceased to be a partner. This question is suggested by the case of *Brown* v. *Leonard* (2 Chitty, 120), and does not appear to be answered by the section before us. This case has been treated as sanctioning the proposition "that a person who holds himself out as a partner with others with whom he has no concern is liable for their acts, even to persons having notice of the true state of affairs" (Lindley (1888), p. 175), and hence it has been contended that even though a retired partner may inform a creditor that he is in fact no longer a partner, yet if he admits that his name is continued with his consent, he thereby represents that he will be responsible for the firm debts. The true answer to this contention appears to be that to such creditor he is liable, if at all, as a surety for the firm, and not on the ground of any misrepresentation which, by assumption, he has not made. Such cases when they arise will, therefore, it is submitted, have to be decided without the aid of the present section, under which it must be shewn that the creditor has given credit to the firm "on the faith of any such representation." The view adopted by the Legislature seems, therefore, to be more in accordance with Lord ELLENBOROUGH'S decision in *Alderson* v. *Pope* (1 Camp. 404 note), to the effect that a person who appears to the world as a partner is not liable as such to a creditor who has notice of an agreement between such person and his supposed partners that he shall not share in the profits, or be liable for the losses of the business.

It is not proposed to further examine the points of law involved in this section. It is sufficient to add that it is in accordance with the existing law on this subject, the leading principles of which are laid down by Lord WENSLEYDALE in *Dickenson* v. *Valpy* (10 B. & C. 140). By way of excessive caution, the Legislature has thought it necessary to add a second sub-section, to the effect that in the case of the death of any partner the continued use of his name "shall not of itself make his executors' or administrators' estate or effects liable" for future debts of the firm, a proposition which it is believed has never been doubted.

Power to bind firm.—The law comprised in this heading is summed up in four sections (sections 5 to 8 inclusive), and is introduced by the following proposition:—

5. "Every partner is an agent of the firm and his other partners for the purpose of the business of the partnership."

The doctrine of agency, upon which the implied authority of a partner to bind his co-partners rests, is generally stated in some such form, and is found as early as STORY on Partnership, from whose treatise this principle has been often cited with approval, notably in the famous case of *Cox* v. *Hickman* (8 H. L. Cas., at p. 312), which once and for all established the principle that partnership liability mainly rests upon the implied authority given by one partner to the other to do all necessary acts in the ordinary course of business. The proposition as stated seems, however, open to the criticism that it is not quite in accordance with fact. It is certainly not true to say that a dormant or secret partner is an agent for the firm, although he may, perhaps, at any moment become so by disclosing himself and taking an active part in the business. Until he does this his liability as partner is similar to that of an undisclosed principal. His position as possible agent is well described by COTTON, L.J., in *Badeley* v. *Consolidated Bank* (38 Ch. D., at p. 247): "It may be that although there is a partnership there may be an express stipulation that the non-acting partner is not to act as agent for the other. That is what, I suppose, one would call a sleeping partnership. But that is a stipulation putting a fetter on the rights which the person keeping in the background would otherwise have if it were not for that stipulation." Regarded therefore as a general, and somewhat vague, statement of the doctrine of agency, the opening words of the section are not likely to lead to any misunderstanding, especially as they are followed by the qualifying words at the end of the section, which are of sufficient importance to quote.

"And the acts of every partner who does any act for carrying on in the usual way business of the kind carried on by the firm of which he is a member bind the firm and his partners, unless the partner so acting has, in fact, no authority to act for the firm in the particular matter, and the person with whom he is dealing either knows that he has no authority or does not know or believe him to be a partner."

These words amplify and expound the introductory sentence, "that every partner is an agent," which has already been examined, and which, for the reasons above stated, might have been omitted as being superfluous.

With regard to section 6 a difficulty may perhaps arise.

"6. An act or instrument relating to the business of the firm and done or executed in the firm-name, or in any other manner shewing an intention to bind the firm, by any person thereto authorized, whether a partner or not, is binding on the firm and all the partners.

"Provided that this section shall not affect any general rule of law relating to the execution of deeds or negotiable instruments."

Does this section alter the rule which is to be found in the text-books, that "one partner cannot bind the others by deed"? The difficulty is partly suggested by the fact that there appears to be a conflict between English and Scotch law upon this point. Thus we read in the report of the Mercantile Law Commission (1854-5, Parl. Papers, 18, IV., at p. 19):—"In England and Ireland it is a general rule that a partner cannot bind his co-partners by an instrument under seal; but there is no such restriction in Scotland as to the form of the obligation; and we are of opinion that a partner ought to have power to bind his co-partners in transactions in the ordinary course of their business in any form in which he can bind himself." This difference is not expressly alluded to in the Act, but it would seem that no alteration is intended to be made in the law of England, Ireland, or Scotland. If the difference really exists it may be regretted that advantage was not taken of the opportunity for adopting the Scotch rule in England and Ireland, in accordance with the recommendation of the Commissioners.

We now pass on to sections 7 and 8, which state cases when the other partners are not bound by the acts of their co-partner, when such acts are (*a*) outside the scope of the business, or (*b*) contrary to a restriction of which the creditor has notice. Such questions as to what acts are, and what are not, within the scope of any particular business are, as being mainly questions of fact, left untouched. It may be doubted whether the marginal note of section 7 is sufficiently descriptive of its contents, for cases may be conceived where a partner may pledge the credit of the firm for "a purpose apparently not connected with the firm's ordinary course of business," and yet not necessarily for his own "private purposes." The two sections seem to state in clear and accurate language the existing law, and do not call for any special observation. The two principles—(*a*) that an admission by a partner binds the firm (section 15), and (*b*) that notice to one partner is notice to all (section 16)—might, we think, more aptly have followed sections 7 and 8, or at least have been brought into closer connection with the group of sections which deal with the agency of partners.

Partnership liability.—This heading introduces a subject of too intricate a nature to admit of detailed examination in this place.

"9. Every partner in a firm is liable jointly with the other partners, and in Scotland severally also, for all debts and obligations of the firm incurred while he is a partner; and after his death his estate is also severally liable in a due course of administration for such debts and obligations, so far as they remain unsatisfied, but subject in England and Ireland to the prior payment of his separate debts."

As we may so often observe throughout the Act, there is a great deal of law compressed into a very small space. It is sufficient to draw attention to some of the main results of the section. In the first place, with regard to England and Ireland, it establishes as law the conclusion of the majority of the House of Lords in *Kendall* v. *Hamilton* (4 App. Cas. 504) that partnership liability in respect of "debts and obligations" is joint, and not joint and several. Next, it establishes that this joint liability is something different from the old common law liability of joint contractors. It lacks the incident of survivorship, so that the estate of a deceased partner still remains liable to the partnership creditors, a doctrine which Lord ELDON, in *Ex parte Kendall* (17 Ves. 514), attributes to the interference of the courts of equity. Thirdly, it recalls the decision in *Gray* v. *Chiswell* (9 Ves. 118), where Lord ELDON extended the rule in bankruptcy to the estate of a deceased partner. Fourthly, it enacts that in Scotland partnership liability is "joint and several," a distinction having important consequences. Upon continuing to read the Act we soon find that the liability of partners is not in England invariably "joint," but that in the case of wrongs (section 10), and in certain cases of the misapplication of moneys (section 11), their liability is "joint and several." The Legislature should, we think, in framing these sections have furnished us with some definition of "joint and several" liability instead of throwing us back, as it seems to have done, upon decided cases. It might also have added a section to the effect that "joint and several" liability may be incurred by partners in respect of "debts and obligations" by express agreement.

The following section (section 13) enacts that a trustee-partner, by improperly employing trust property in the business or on the account of the partnership, does not involve his co-partner in liability unless the latter has notice of the breach of trust. This well-established rule may be regarded as an exception to the wider doctrine that "notice to one partner is notice to all," to which reference has already been made.

Change in firm.—LINDLEY, L.J., points out in his book on Partnership (1888), p. 116, that "on any change amongst the persons composing a partnership there is in fact a new partnership," and from this point of view every change in the constitution of a firm may be regarded as a dissolution of the partnership relation. The present Act, however, contains no definition of the phrase "dissolution of partnership" (unless section 32 can be so described), but seems to use it rather in the sense of a winding up of the partnership business. The distinction between the dissolution of the partnership relation and the winding up of the partnership business is not, at any rate, clearly brought out. The Act, however, deals in this place with some of the results of any change in a firm while the business continues to be carried on as a going concern, especially as it affects the liability of incoming and outgoing partners, and the rights of sureties to or on behalf of the firm.

With respect to the liability of incoming and outgoing partners, section 17, after enacting to the effect (1) that an incoming partner does not necessarily become liable for the existing liabilities of the firm, and (2) that a retiring partner does not merely, by virtue of his retirement, cease to be liable for partnership debts incurred while he was partner, lays down the following proposition:—

17 (3). "A retiring partner may be discharged from any existing liabilities, by an agreement to that effect between himself and the members of the firm as newly constituted and the creditors, and this agreement may be either express or inferred as a fact from the course of dealing between the creditors and the firm as newly constituted."

This proposition, although unquestionably true, seems somewhat narrow, and, in view of the doubt which seems to have been raised by the decision of the House of Lords in *Oakeley* v. *Pasheller* (4 Cl. & Fin. 207), might with advantage have been more broadly stated. The case of *Swire* v. *Redman* (1 Q. B. D. 536), in which the above decision of the House of Lords was carefully examined and explained, appears to justify the broader statement that no agreement between a retired partner and his other partners can affect the rights of a creditor of the firm unless such creditor is a party to such agreement. The section, as it stands, seems to leave unanswered some of the questions which arose in the latter case, such as (*a*) whether the liability of a retired partner to the partnership creditor is affected by the fact that the creditor has agreed with the continuing partners to give time, or even not to sue for payment; (*b*) whether the right of a partnership creditor to continue to treat the retired partner as one of his principal co-debtors is affected by notice of an agreement between such retired partner and his late partners that he shall only be liable as surety for the old partnership debts.

The next section (section 18) contains, in an amended form, the substance of section 4 of the Mercantile Law Amendment Act, 1856 (19 & 20 Vict. c. 97), which affects England and Ireland, and of section 7 of the similar Act (19 & 20 Vict. c. 60) which affects Scotland, both of which are, of course, repealed (section 48), whereby, in the absence of agreement to the contrary, "a continuing guarantee or cautionary obligation" given to or on behalf of a firm is revoked by any change in the constitution of the firm. Both English and Scotch Acts extended to "a single person trading under the name of a firm," but this phrase is omitted in the amendment. The amendment effects no change in the law, but a great improvement in language, which in both Acts was ponderous and involved.

CONCERNING LAW REPORTERS.

[BY AN OLD HAND.]

II.

THE manufacture of judicial eloquence, when carried on by the light of a reporter's understanding, is a rather dangerous process, and occasionally leads to his being blown up. But with four series of well-known reports—to say nothing of the admirable newspaper reporting which one sees daily—each represented by men of education, ability, and experience, the profession is not likely to be much misled. Whatever rivalry there may be amongst the publishers, there is very little among the reporters themselves. Some of the very best reports are not those taken from shorthand notes, but those which are compiled in conference by three or four reporters (representing different publications), from their independent notes. The *ipsissima verba* of judicial utterances must, no doubt, often be reproduced: but they are not always fit for publication. The repetitions alone, of some judges, would, if reproduced, ruin the publishers in superfluous type-setting and paper; and some of their ungrammaticalities, if not removed, would spoil the reporter's reputation. At the same time the alteration of a phrase, or even a word, may cause confusion and expense for years. For instance, in the year 1881 Sir GEORGE JESSEL delivered a judgment in which he was stated in one report to have said: "If it is a material representation calculated to induce him to enter into the contract, it is *an inference of law* that he was induced by the representation to enter into it." The words in italics caused great trouble to everybody. Of course, anything supposed to have fallen from the great Master of the Rolls was freely cited, and also freely criticized (after his death most of the criticism came). In 1884 BOWEN, L.J., said, "I cannot quite agree with the remark of the late Master of the Rolls . . . that if a material representation calculated to induce a person to enter into a contract is made to him, it is an inference of law that he was induced by the representations to enter into it, and I think that probably his lordship hardly intended to go so far as that," &c., &c. In the same year Lord BLACKBURN—with the instinct of an old reporter—spotted the author of the inaccuracy. He said: "In —— v. —— the late Master of the Rolls is *reported to have said* it was an inference of law. If he really meant this he retracts it in his observations in the present case. I think it not possible to maintain that it is an inference of law . . . nor do I think he meant to say so." What Sir GEORGE JESSEL really did say anybody might have found in the "unauthorized reports," and it was as follows: "When a person makes a material representation to another to induce him to enter into a contract, and the other enters into that contract, it is not sufficient to say that the defendant does not prove he entered into the contract relying upon it, because, if it is a material representation calculated to induce him to enter into the contract, that is a conclusion at which you arrive by inference."

BLACKSTONE complains that "from Henry VIII., the task [of reporting] has been executed by many private hands, who, through haste and inaccuracy, mistake and want of skill, have published very crude, imperfect, perhaps contradictory, accounts of one and the

same determination." But if it had not been for the private hands, reporting would now be in a very bad way indeed. PLOWDEN thought better of the calling. He says (according to Mr. MACQUEEN): "The reporters deliberated upon doubtful resolutions. If the progeny were rickety, or likely to prove mischievous, they smothered it. Sometimes the synod took cognizance of incidental *dicta*, remembering how apt litigants are to snap up such things, and how apt judges are to repose on them." *Dicta* are, however, occasionally awkward things for judges. We have recently heard the saying of a much respected judge that "*Obiter dicta* often came home to roost"—not apparently to be reposed upon. Reporters are often blamed or chaffed for putting in interlocutory and perhaps irrevelant observations of judges. Here is one in a series of "authorized reports" by a learned reporter who was once described on the bench (*sotto voce*) as "that gentleman who devours such a quantity of broken victuals in court." Counsel in reply: "I regret the absence of Mr. D—— in this important case." [BAGGALLAY, L.J.: "I do not think that your clients have suffered by its being left in your hands."] But the lover of broken victuals was only following his usual kind-hearted practice of recording all judicial compliments to counsel. Barristers cannot [or ought not to] advertise themselves—at any rate, by the ordinary methods—and it would be rather hard if reporters could not occasionally give them a pat on the back. MACQUEEN went a good deal further than this, for at the end of one of his reports is a note shewing how a learned lord bestowed a compliment on the skill and accuracy shewn by Mr. MACQUEEN in his account of a former case, the correctness of which had been impugned.

Some of MACQUEEN'S notes remind one of Vice-Chancellor MALINS' court. A reporter there had to be very careful what he was about. One of them, who was employed for an evening paper, dropped in one day without his robes and deposited his hat on the desk. It had not been there very long when the usher came round and said, "I don't know what is the matter with the vice-chancellor to-day, sir, but he objects very strongly to your hat being there, and perhaps, if you don't mind, it would be better to remove it." It was forthwith removed, and equity was again wreathed in smiles. A great many "good *dicta*" might have been reported from Vice-Chancellor MALINS' court. There are many still living who remember the vice-chancellor and the leaders who practised before him. One has heard that one of the leaders had but little regard for the vice-chancellor's dignity. The judge one day asked for an explanation of something in the case. A junior got up and said, "The mistake arose in this way, my lord; when the case was opened ——" "The birds began to sing," interrupted Mr. X. The vice-chancellor was very fond of talking about himself. He once told everybody in court that he had been abroad, and that at some hotel where he had stopped the wine-list contained the names of over fifty different kinds of wines, &c. "And I'm sure," said Mr. X., "you tried every one of them." But, though Sir RICHARD MALINS liked gossiping in court himself, he did not stand much of it from other people—except Mr. X., who was irrepressible. One of his reporters was—and he still is for that matter—very fond of a cackle. On a fresh case coming on to be heard, the vice-chancellor remarked that it was of great importance, and required close attention, and suggested to the reporter that he should take a holiday for the rest of the afternoon. He was, however, very kind to his reporters. When the vice-chancellor was ill his work was taken by Lord Justice—then Mr. Justice—FRY, and the reporters in the court of the former judge did some of the work before the latter. But they did not apparently appreciate the justice as they did their own judge. The senior reporter slept soundly through the whole of the plaintiff's argument, and woke up just in time to take down the judgment dismissing the action without calling on the defendant's counsel. The reporter, of course, got the names of all the cases cited from "another fellow" in court, put their effect together in the orthodox way, and afterwards told somebody that the argument he had constructed was so convincing that, for the life of him, he could not understand why it had not been successful with FRY, J. But reporters cannot always be there, and arguments in chancery are as apt to send reporters to sleep as long reports are to affect students with somnolency. It is very easy to say that reports are too long; it is more difficult often to shorten them without sacrificing accuracy. Even skill in taking notes is not so important as having a good judgment as to what should be "smothered" and what should be recorded. The story—it is but a story—is told of a reporter in a court which does not task severely the energies of those who record its doings, that someone asked him what was his test whether a case should be added to the reports or not; and that he replied:—"A great many cases may be left untouched. If former decisions are cited in it, it is evident there is nothing new in the case. If, on the other hand, no cases are cited, you may depend on it the questions involved are only questions of fact." There is some truth in what he has been accused of having said, but if everybody followed the same rule reporting would cease to exist.

REVIEWS.

LAW OF PARTNERSHIP.

A DIGEST OF THE LAW OF PARTNERSHIP, INCORPORATING THE PARTNERSHIP ACT, 1890. By Sir FREDERICK POLLOCK, Bart., M.A., LL.D., Barrister-at-Law. FIFTH EDITION. Stevens & Sons (Limited).

A new edition of this work is the natural consequence of the Partnership Act, the rules formulated in the original digest being obliged to give way to the present statutory declaration of the law. At the same time these declarations are in the main due to Sir Frederick Pollock's drafting, and the old illustrations and notes are still useful for their elucidation. The general style of the book, consequently, is unchanged, and, indeed, it has been necessary to do little more than to add to the notes special explanations of the form now given to the law. The new Act is by no means so comprehensive as the digest given in earlier editions, and topics which the Legislature has either refrained altogether from touching, or has only touched upon generally, will still be found dealt with in their appropriate places. As examples of this, we may mention the rules as to the disposal of goodwill (p. 102), and as to the implied authority of partners to bind the firm (p. 28), and the illustrations of the position of partners who are also executors or trustees of deceased partners (p. 118). The author's well-known dissatisfaction with the decision of the House of Lords in *Derry* v. *Peek* is repeated at p. 113, where he also expresses the opinion that the mistake is by no means remedied by the Directors' Liability Act, 1890. This probably means that a statutory liability, confined to a particular class of cases, is a poor substitute for a legitimate development of the common law. The Partnership Act, with the notes and illustrations, forms Part I. of the present edition. Part II. reproduces certain portions of the original work which have not been touched by the statute. These deal with procedure in actions by and against partners, with procedure in bankruptcy against partners, and with the administration of partnership estates. The circumstances under which the book is now published of course greatly increase its utility.

SHIPPING LAW.

THE CONTRACT OF AFFREIGHTMENT AS EXPRESSED IN CHARTER-PARTIES AND BILLS OF LADING. By T. E. SCRUTTON, M.A., LL.B., Barrister-at-Law. SECOND EDITION. William Clowes & Sons (Limited).

We are glad to see a new edition of this useful book. Since 1886, when the first edition appeared, the most important cases on the subject have been *Rodocanachi* v. *Milburn* (35 W. R. 241, 18 Q. B. D. 67) and *Leduc* v. *Ward* (36 W. R. 537, 20 Q. B. D. 475), on the relation of the contract contained in a bill of lading to that contained in the charter-party; and *The Xantho* (35 W. R. 23, 12 App. Cas. 503) and *Hamilton* v. *Pandorf* (36 W. R. 369, 12 App. Cas. 518) on the nature of excepted perils. The two former are dealt with by Mr. Scrutton in his note at p. 39, where he suggests a difficulty in the theory that the bill of lading constitutes no contract, but merely a receipt, as between the shipowner and a charterer, who is also a shipper; while upon indorsement it suddenly commences to operate as a contract as between shipowner and indorsee. This "springing contract," as Mr. Scrutton calls it, he finds it difficult to reconcile with the statutory effect given to indorsements by 18 & 19 Vict. c. 111, s. 1, according to which the indorsee's rights and liabilities are the same "as if the contract contained in the bill of lading had been made with himself." The explanation, apparently, is that, as respects the charterer, the contract contained in the bill of lading is deemed to be subordinate to that contained in the charter-party. As respects the indorsee, on the other hand, the charter-party does not come into question, and the bill of lading consequently is able to take full effect. The result of the last two of the cases above referred to appears in the altered form of article 79 (p. 159) on "the effect of excepted perils in contracts of affreightment." As the article originally stood, the exception was treated as valid in all events; now, in accordance with the judgments of the House of Lords, it is said not to be valid where the person seeking to take advantage of it might himself have prevented the perils by reasonable care and diligence. The new note on p. 160 shews how this restriction gives a rational ground for the different treatment given to loss by perils of the sea in contracts of affreightment and in policies of marine insurance. It may be noted that the rule given in article 131 on the charterer's liability for delay in unloading, where this has to be done within a fixed period, is strongly supported by the recent decision of the Court of Appeal in *Budgett* v. *Binnington*. For the delay to be excused it must be clearly brought home to the shipowner.

MEDICAL PRACTITIONERS.

THE LAW RELATING TO MEDICAL PRACTITIONERS IN ENGLAND; AS WELL IN PRIVATE PRACTICE AS IN PUBLIC OFFICES. By JOSEPH

CRAVEN, assisted by THEODORE COPPOCK, M.A., LL.B., Barristers-at-Law. Shaw & Sons.

A melancholy interest attaches to this book by reason of Mr. Coppock's untimely death during his holiday in Norway. To what extent the preparation of the work was due to him we are not told, but judged as a whole it is certainly a very meritorious performance. It is intended primarily for medical men, and within a small compass it contains an accurate and clear statement of the law bearing upon their position and duties. Perhaps in Part II., which deals with private practice, matters are touched on in which a layman would do better to consult a lawyer than to trust to his own reading. But the book is likely to be useful not only to doctors, but also to the lawyers who advise them, and in such chapters as those on restrictive agreements (p. 70) and sales of practices (p. 81) the law is collected with special reference to the matter in hand. Amongst the numerous cases referred to in the former chapter some notice apparently should have been taken of the case of *Davies* v. *Davies* (36 W. R. 92, 36 Ch. D. 359) where the principles of the subject were discussed with reference to the changes that have taken place in the doctrine of public policy. Of special use are the parts of the book which treat of the duties of public medical officers and of *quasi*-public matters with which doctors have to do. Thus Part III. includes chapters on medical officers of health, on poor law medical officers, and on public vaccinators, while in Part IV. will be found a very good statement of the provisions of the Lunacy Act, 1890. In the note on making wills with which the book closes it is perhaps a little dangerous to tell the medical public that "an attestation clause is not necessary to the validity of a will." Of course the authors say that such a clause should be used, though the form they give is rather dangerously abbreviated. If a form is supplied for common use, it ought surely to be the one usually found in wills. The book, as a whole, however, is excellently done, and is likely to become popular.

CORRESPONDENCE.

THE STAMP ON THE ASSIGNMENT OF A POLICY ON THE OCCASION OF A SETTLEMENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In a recent number of the SOLICITORS' JOURNAL (vol. 34, p. 780) it appears to be assumed that where, upon the occasion of a settlement, a settled policy is assigned by a separate deed, the separate deed should bear the proper *ad valorem* stamp in respect of the policy. It may be convenient to mention that this is not, I believe, the view taken by the Stamp Office. I have been informed that it is there considered that the separate deed ought to be stamped with a 10s. stamp, and the *ad valorem* stamp placed upon the main settlement, and that this is so even where the separate deed contains the usual covenants for keeping up the policy. CONVEYANCER.

METROPOLITAN AND PROVINCIAL COUNTY COURT JUDGES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your issue of the 1st of November, in an article on the "New Position of the County Courts," you express your opinion that "the metropolitan county court judges, like the metropolitan police magistrates, should receive larger salaries than their provincial brethren." I venture to doubt whether, in fairness, any distinction could be drawn between metropolitan and provincial judges.

You seem to base your opinion on the fact that, out of some 1,900 remitted causes, 804 fell to the share of the metropolitan courts. But it is to be noted that the metropolitan judges have no bankruptcy or admiralty jurisdiction, so that against the figures cited by you must be set off 282 admiralty actions and 3,075 bankruptcies which were dealt with by the provincial judges.

Judge Stonor's judicial reputation seems to have attracted a large number of remitted causes to his courts, but from the official returns of 1890 it appears that he sat only on 165 days, while Judge Martineau, who has a great deal of travelling to do, sat on 199 days.

Again, the ordinary work of the metropolitan courts appears to be light when compared with many of the provincial courts. The number of ordinary plaints in the heaviest metropolitan circuit (Bow and Shoreditch, No. 40) was 22,757. But compare these figures with those of some of the heavier provincial circuits—viz., No. 6 (Liverpool, 32,595; No. 8 (Manchester), 36,174; No. 14 (Leeds), 30,960; No. 21 (Birmingham), 44,195. It is very difficult to compare the amount of work done by the different judges. On some of the apparently lightly worked circuits the judge has to travel more hours than he sits in court, and, moreover, the amount involved in a case is no criterion as to the difficulty and labour in trying it. A heavy case with good counsel on both sides is much easier to try than a small case with two inferior advocates, neither of whom understands his own case or his opponent's.

Nov. 5. A PROVINCIAL JUDGE OF COUNTY COURTS.

JUSTICES OF THE PEACE AND BANKRUPTCY AFFIDAVITS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—On and after January 1 any affidavit to be used in a bankruptcy court may be taken in England and Wales before a justice of the peace for the county or place where it is sworn (Bankruptcy Act, 1890, ss. 24, 30). The section reads like an attempt to fit a square peg into a round hole in view of the recent discussion on the duties of commissioners; but as the Legislature has deemed the justices to be apt persons to perform such duties, presumably they must be so believed.

Usually justices of the peace, except stipendiary magistrates, are chary of doing anything independently of their clerk. Will it be so as to affidavits in bankruptcy? Then, as to fees, it does not appear that they will have the power to charge a fee on administering the oath, the result may, therefore, be that affidavits in bankruptcy may drift from commissioners for oaths in the country.

There seems to be a very serious objection to the section named. Commissioners are prohibited by statute from taking affidavits in any matter in which they are interested, but the section referred to is silent on the subject of such a prohibition upon justices. The disqualification of justices from interest is believed to extend only so as to prevent them from acting judicially, except in cases under various statutes. The County Courts Act, 1888, s. 24, contains a similar power; has it been found to work well?

28, Holford-square, W.C., Nov. 3. GEO. E. SOLOMON.

TRANSFER OF SHARES ON APPOINTMENT OF NEW TRUSTEES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—When a transfer of shares on the appointment of new trustees is expressed to be made for a nominal consideration, it is the practice of some companies to require the parties or their solicitors to indorse on the transfer a certificate that its object is to effectuate the appointment of new trustees.

For many years past I have been accustomed, instead of inserting a nominal consideration, to let the transfer be expressed as made "without pecuniary consideration, but in order to effectuate an appointment of new trustees."

This not only avoids the necessity for any separate certificate, but is undoubtedly the more accurate form; for every document ought, if possible, to shew within its four corners under what heading in the Stamp Act it is chargeable; indeed, section 10 of the present Stamp Act expressly declares that "all the facts and circumstances affecting the liability of any instrument to *ad valorem* duty . . . are to be fully and truly set forth *in the instrument*."

I have never known exception to be taken to this form until a few days ago, when a provincial limited liability company of some importance declined to act upon such a transfer, contending that to do so would be contrary to section 30 of the Companies Act, 1862, as it would be receiving notice of a trust. I am satisfied that the objection is untenable, but I should be glad to know if any other of your readers has ever been met by a similar objection, and, if so, with what result. L. W. L.

Nov. 1.

CASES OF THE WEEK.

Court of Appeal.

WILDING *v.* **BEAN**—No. 1, 3rd November.

PRACTICE—WRIT—SUBSTITUTED SERVICE—PERSON OUT OF JURISDICTION.

This was an appeal from the decision of a divisional court (Pollock, B., and Grantham, J.) setting aside an order for substituted service of the writ in the action. The plaintiff was the trustee in bankruptcy of one Moore, and he sued the defendant on a guarantee by her under seal of the payment to Moore of the interest on a certain mortgage. The writ was issued on August 14, and was sent to Reading, where it was believed that the defendant was residing, in order to be served. It was found that the defendant had left Reading, and the gentleman who had acted as her solicitor, on being applied to, refused to give her address. Thereupon an application was made for substituted service of the writ upon her, which was granted by the master and the judge at chambers. The defendant then filed an affidavit in which she stated that she had left England for Italy on August 6 without any intention of evading the service of the writ, and that she was in ill health and habitually resided the greater part of the year on the Continent. The Divisional Court thereupon set aside the order, and the plaintiff appealed.

THE COURT (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the writ was an ordinary writ for service in England and could not be served abroad. The plaintiff had not asked for leave to serve a writ out of the jurisdiction, and that was the only means by which he could serve a writ on the defendant so long as she was not within the jurisdiction. He asked for substituted service of this writ—that is to say, he wanted to do indirectly what he could not do directly. He could not serve this writ on the defendant out of the jurisdiction, and he could not have substituted service of it. If he were to get an order to serve a writ out of the jurisdiction it was possible that he might be able to obtain substituted service of that, but while the writ was in its present form he could not. The case was governed by *Fry* v. *Moore* (23 Q. B. D. 395), which was a decision of the Court of Appeal. If the defendant had left the jurisdiction in order to evade service of the writ the case would be different, but under the circumstances the order could not be made.—COUNSEL, *Henn Collins*, Q.C., and *R. M. Bray*; *Morton Daniel*. SOLICITORS, *R. S. Gregson*; *G. B. Crook*.

REG. *v.* **SOUTTER**—No. 1, 3rd November.

LOCAL GOVERNMENT—VESTRYMAN—QUALIFICATION—18 & 19 VICT. c. 120, s. 6.

This was an appeal from the decision of a divisional court (Pollock, B., and Grantham, J.), reported 39 W. R. 8. On May 14, 1890, an election took place to fill three vacancies in the vestry of the parish of Bermondsey. Mr. Soutter was returned at the head of the poll, and a rule *nisi* in the nature of a *quo warranto* was obtained against him by one of the unsuccessful candidates on the ground that he was not duly qualified. By section 6 of the Metropolis Local Management Act, 1855 (18 & 19 Vict. c. 20), the qualification for a vestryman is laid down as the being rated or assessed to the relief of the poor upon a rental (in the case of the present parish) exceeding £25 per annum in respect of a house, lands, tenements, or hereditaments within such parish, and the section further provides that a joint rating and a joint occupation of any such premises shall be sufficient to qualify each joint occupier in case the amount of rental on which all such occupiers are jointly rated will, when divided by the number of occupiers, give for each such occupier a sum not less than the amount required. It appeared that Mr. Soutter was rated at £19 in respect of the house in which he resided, and that he was also rated at £55 per annum jointly with another person in respect of a workman's club of which he was the secretary, and the question was whether he could add this to the £19 per annum so as to qualify himself within the section. The Divisional Court held that he was not rated in respect of the club so as to bring himself within the section, and made the rule absolute for a *quo warranto*. Soutter appealed, but

THE COURT (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that, assuming that he was rated in respect of the club, he was not in occupation of the club, and was, therefore, wrongly rated. It had been held in *Mogg* v. *Clark* (15 Q. B. D. 82) that in order to qualify under the section a person must both be in occupation of the property and be rated in respect of it, and he entirely agreed with and followed that decision. Of course, a person might be in occupation by his servants or by others of more than one set of premises in the parish, and, if so, he might add together the rentals in order to arrive at the sum required, but in this case there was no possibility of saying that Soutter and the other man were in joint occupation of the club premises. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *A. R. Cluer*; *Lynden Bell*. SOLICITORS, *Henry N. Philcox*; *R. H. Ward*.

BUDGETT & CO. *v.* **BINNINGTON & CO.**—No. 1, 31st October.

SHIP—BILL OF LADING—CHARTER-PARTY—DEMURRAGE—FIXED NUMBER OF DAYS FOR UNLOADING—STRIKE, DELAY BY REASON OF.

Appeal from the judgment of the Queen's Bench Division (Denman, Charles, and Vaughan Williams, JJ.) in favour of the defendants (39 W. R. 13). The plaintiffs were indorsees of a bill of lading for a cargo of barley shipped on board the defendants' steamship. By the bill of lading the shippers or their assigns agreed to pay freight and demurrage as per charter-party. By the charter-party thirteen running days, Sundays excepted, were to be allowed for loading and unloading, but in no case should more than seven days be allowed for unloading; demurrage, at a certain rate, to be payable over and above the lay days, the shipowners having a lien for demurrage. Neither the bill of lading nor the charter-party contained any reference to strikes. The ship arrived at the port of discharge and commenced to unload. The unloading, according to the custom of the port, was done partly by the shipowners and partly by the consignees, and for this purpose they each employed master stevedores to do the work. When the ship arrived there were six lay days left for unloading. The unloading proceeded for three days, when the dock labourers employed by the master stevedores struck work, and remained out on strike for six days, during which time no unloading was done, after which the unloading recommenced and was finished in two days. The defendants, the shipowners, claimed demurrage for the detention of the ship beyond the six days, and exercised their lien on the cargo. The plaintiffs paid the amount claimed under protest, and brought this action to recover it back. The action was tried before Cave, J., when the jury found that the shipowners were not ready and willing to do their part of that which it was customary for them to do. The Divisional Court having entered judgment for the defendants, the plaintiffs appealed.

THE COURT (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the obligation of the consignees was an absolute and independent contract to pay demurrage if the ship was detained beyond the lay days. The only condition precedent to that obligation attaching was the commencement and running out of the lay days. There was an exception, however, in case the unloading was prevented by the shipowner or by someone for whom he was responsible. The consignees would then be excused, but the burden of proof lay upon them. How far the words of the exception "those for whom he was responsible" went he (the Master of the Rolls) was not prepared to say. At any rate, it did not extend to persons who were not his servants or over whom he had no control. Here the master stevedores employed the labourers, and the shipowners had no control over the latter. The cause of the delay was an unforeseen occurrence, for which no one was responsible. The delay was not, therefore, caused by any fault on the part of the shipowner, and the plaintiffs were not excused from paying demurrage. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *Cohen*, Q.C., *E. M. Bullen*, and *Pyke*; *Bucknill*, Q.C., and *J. V. Austin*. SOLICITORS, *Whites & Co.*, for *Brittan, Press, Inskip, & Co.*, Bristol; *W. A. Crump & Sons*.

BARNETT *v.* **KING**—No. 2, 3rd November.

BANKRUPTCY—PROVABLE DEBT OR LIABILITY—COVENANT BY BANKRUPT FOR PAYMENT OF MONEY BY HIS EXECUTORS AFTER HIS DEATH—BANKRUPTCY ACT, 1883, s. 37.

This was an appeal from a judgment of Stirling, J., the question raised turning upon the construction of section 37 of the Bankruptcy Act, 1883. By a deed dated June 6, 1885, and made between R. D. King of the one part and the plaintiff of the other part, R. D. King covenanted with the plaintiff, his executors, administrators, and assigns, that the executors and administrators of him (R. D. King) should, within six calendar months from his death, pay to the plaintiff, his executors, administrators, and assigns, the sum of £3,000, and interest thereon at the rate of five per cent. per annum from the date of the death of R. D. King. In February, 1886, R. D. King presented a petition in bankruptcy, and a receiving order was made against him on February 20, 1886. In August, 1886, his creditors agreed to a scheme of arrangement of his affairs, which was subsequently approved by the court. On November 2, 1887, R. D. King died, having by his will appointed the defendants executors thereof. In June, 1888, the plaintiff commenced this action against the defendants, claiming, under the testator's covenant contained in the deed of June 6, 1885, the sum of £3,000, and interest thereon at the rate of five per cent. per annum from November 2, 1887. The defendants raised the defence that any right of action which the plaintiff might have had under the covenant was barred by the bankruptcy proceedings taken by R. D. King, of which proceedings the plaintiff was fully aware. Section 37 of the Bankruptcy Act, 1883, contains an enumeration of debts which are not provable in bankruptcy, and sub-section 3 enacts that, save as aforesaid, "all debts and liabilities, present or future, certain or contingent, to which the debtor is subject at the date of the receiving order, or to which he may become subject before his discharge by reason of any obligation incurred before the date of the receiving order, shall be deemed to be debts provable in bankruptcy. Stirling, J., held that the liability of the testator's estate under the covenant was a debt or liability within section 37, and that any proceedings upon the covenant were barred by the bankruptcy proceedings.

THE COURT (Sir JAMES HANNEN and BOWEN and FRY, L.JJ.) affirmed the decision. Sir JAMES HANNEN said that the question resolved itself into whether an obligation to pay money out of the estate of the deceased six months after his death was a liability or obligation within the meaning of section 37. It was contended that only such liabilities were capable of proof, and, therefore, would be affected by the proceedings in bankruptcy, as related to the debtor personally, and that a liability such as this, which could only arise after his death, was not within the meaning of the section. His lordship thought that was too narrow a construction of the words. In his opinion the section applied, not only to an obligation to pay money by the debtor himself, but also to an obligation to pay out of his estate. The effect of the appellant's contention would be that, supposing the holder of this deed had taken proper steps to do so, he could not have proved in respect of this liability under the Bankruptcy Act. That would be an unreasonable conclusion, and, in his lordship's opinion, any proceedings under the deed were barred by the proceedings in bankruptcy. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Herbert Reed* and *Cautley*; *Graham Hastings*, Q.C., and *John Henderson*. SOLICITORS, *Latham, Farmer, & Co.*; *Dawes & Sons*.

High Court—Chancery Division.

MAKINS *v.* **PERCY IBOTSON & SONS**—Kay, J., 31st October.

COMPANY—MORTGAGE—DEBENTURE—RECEIVER AND MANAGER.

Motion by a debenture-holder for the appointment of a receiver and manager of the company. By the memorandum and articles of association the directors were authorized to borrow money by debentures charged upon all or any of the company's property (both present and future), including its uncalled capital. The debentures were in similar words, and the principal was to become payable immediately on default in payment of interest and notice in writing to the company. Default was made and notice given, but the company were unable to pay, and it appeared that their banking account was overdrawn. All the debentures belonged to the plaintiff, and almost all the shares of the company belonged either to the plaintiff or to the managing director of the company, who had occupied that position from its foundation, and whom it was now desired to appoint receiver and manager to continue the business till it could be sold

as a going concern. The company appeared by separate counsel and solicitors, and consented.

KAY, J., said that, in the absence of authority, he should have hesitated to appoint a receiver and manager so as to enable the debenture-holder to carry on the business of the company. But the question had come before the late Master of the Rolls in *Peek* v. *The Trimsaran Coal and Iron Co. (Limited)* (24 W. R. 361, 2 Ch. D. 115), and that decision had been recently followed by Chitty, J., in an unreported case of *Lord Campbell* v. *The Chesterton Colliery Co.* He would, therefore, appoint the receiver and manager as desired, but the plaintiff must undertake to provide wages for the workmen up to £500, to realize the property as soon as possible, and to be responsible for the receipts of the receiver and manager till he should give security.—COUNSEL, *Renshaw*, Q.C., and *Hamilton; Eustace Smith.* SOLICITORS, *H. J, Ward; Frank B. Moyle.*

Re **WILLIAMS, WILLIAMS** *v.* **ACTON** - North, J., 1st November.

WILL—CONSTRUCTION—APPOINTMENT OF "RESIDUARY LEGATEE"—WHETHER REAL ESTATE PASSES.

The question in this case was whether a testator's real estate passed by his will and codicil, or whether he had died intestate as to his real estate. By his will the testator appointed executors, and bequeathed various pecuniary legacies. He then left to his nephew E. his shares in a specified company, and added, "I leave him to be my residuary legatee." The will contained no reference to real estate. It was executed in July, 1869. In February, 1875, the testator made a codicil to his will. The nephew had died in the meantime. The codicil was as follows:—"My desire is that the children of my nephew who is recently dead should take such parts of my estate as he would have taken, whether as residuary legatee or as my sole next of kin, if he had survived me, and I give and devise the same equally between them accordingly." It did not appear whether the testator had any real estate at the date of his will. It was admitted that, having regard to the authorities, it could not be successfully contended that by the will alone the testator's real estate would have passed to the nephew if he had survived the testator. But it was argued that, inasmuch as the nephew would have taken all the testator's residuary personal estate under the will, and could have taken nothing as the testator's next of kin, the words "as my sole next of kin" in the codicil must be read as meaning "my heir-at-law," otherwise they would have no meaning at all. The intention of the codicil must have been that the nephew's children should take all that he, if he had survived the testator, would have taken either under the will or by devolution of law. The use of the word "devise" in the codicil was also relied upon.

NORTH, J., declined to accede to this argument, and held that the testator had died intestate as to real estate. It was clear that the will would not have passed the real estate to the nephew. The intention of the codicil was to substitute the children of the deceased nephew for himself. They were to take "*such parts* of my estate as he would have taken." It was not a complete disposition. It was not intended to give to the children of the nephew anything more than he would have taken under the will. It was not intended to be substitutionary as regarded the personal estate and additional as regarded the real estate. The use of the word "devise" was not sufficient to shew that real estate was intended to pass. His lordship thought that the words "next of kin" in the codicil referred only to some possible infirmity in the title of the nephew as residuary legatee.—COUNSEL, *Fryer; Hornell; J. G. Wood.* SOLICITORS, *W. & J. Flower & Nussey.*

Re **THE NEW DURHAM SALT CO.**—North, J., 30th October.

COMPANY—INTENDED ISSUE OF DEBENTURES—INCOMPLETE DEED OF TRUST—CHARGE ON COMPANY'S PROPERTY—CONTRACT—STATUTE OF FRAUDS.

The question in this case was, whether some persons who had applied for debentures of the company and had advanced money to the company, but had never actually received debentures, were entitled to a charge on the property of the company. A prospectus was issued by the company in January, 1889, which contained the following statement:—"The company offer for immediate subscription £20,000 in Eight per Cent. First Mortgage Debenture Bonds, in amounts of £50 each. These bonds will be secured on the entire property of the company, and the interest will be payable half-yearly on January 1 and July 1." Caroline Campion and other persons applied, on a printed form of application, for £50 debentures "upon the terms of the company's prospectus." The directors afterwards resolved to allot the debentures thus applied for, the minutes of their resolution being signed by the chairman, and letters of allotment, signed by the secretary, were afterwards sent to the applicants. The applicants paid to the company the amount intended to be secured by the debentures for which they respectively applied, but no debentures were actually issued to them. In February, 1889, the company issued a prospectus of a second issue of debentures. This prospectus stated that the debentures then offered were to be a first charge, but it did not define any particular property on which they were to be charged. Quin and others applied for debentures on the terms of the second prospectus. They received letters of allotment, and advanced their money; but they, like the applicants for the first issue, never obtained any debentures. In May, 1889, a trust deed (subsequently executed by the company) was prepared for securing the intended debentures. The deed contained a recital that the company had determined to raise money by the issue of debentures framed in accordance with the form set forth in a schedule thereto, and the operative part purported to grant to trustees for the debenture-holders certain freehold property specified in the schedule. No schedule was, in fact, appended to the deed. The question was whether, in the case of either the first or second set of applicants for debentures, there was a sufficient agreement binding on the company so as to create a charge on their property. The company was in liquidation. On behalf of the first set of applicants it was argued that there was a contract, definite in its terms, as to the property to be charged, and that the signature of the chairman to the minutes, and the signature of the secretary to the letters of allotment, were sufficient to take the case out of the Statute of Frauds. On behalf of the second set of applicants it was contended that there was sufficient in the second prospectus to shew that the debentures then proposed to be issued were intended to be part of the same issue as those mentioned in the first prospectus.

NORTH, J., held that the first set of applicants had a valid charge on the company's property, but that the second had not. He was of opinion that the signature of the secretary, who was the proper person to issue the letters of allotment, was the signature of an agent of the company duly authorized to communicate the resolution of the directors, and that there was a definite agreement which operated to charge the property of the company in favour of the first set of applicants. But, there being nothing in the second prospectus to indicate what property was intended to be charged, he held that the second set of applicants had no charge.—COUNSEL, *Napier Higgins*, Q.C., and *D. L. Alexander; Cozens-Hardy*, Q.C., and *Farwell.* SOLICITORS, *Wynne, Holme, & Wynne; Pritchard, Englefield, & Co.*

Re **FORD, GILBERT** *v.* **FORD**—Stirling, J., 30th October.

VOLUNTARY DEED OF GIFT—COVENANTS FOR TITLE AND FURTHER ASSURANCE—PRIOR DEED OF GIFT—EXTENT OF REMEDY UNDER COVENANTS.

Adjourned summons. The testator by deed of gift, dated the 18th of November, 1886, assigned unto his second wife, F. E. Ford, certain furniture and effects in his house, absolutely. By indenture dated the 29th of March, 1888, the testator, in consideration of natural love and affection, assigned to his daughter, E. F. Gilbert, the plaintiff, absolutely, certain furniture and effects in his house including the greater part of the property included in the deed of the 18th of November, 1886, and also covenanted that he had good title to assign such effects free from incumbrances and that he and all persons claiming under him would at all times warrant and defend the said premises unto her against all persons whomsoever. It was admitted by all parties that the plaintiff was aware of the existence of the previous deed of gift to F. E. Ford, and evidence was given by her that she had been informed by the testator that such prior deed was invalid. The testator made his will in May, 1888, appointing the defendants, P. Willmot and S. F. Gilbert, his executors and trustees, and devised and bequeathed his real estate and his residuary personal estate in trust for the plaintiff and his son, J. F. Ford, upon certain trusts, in the proportions of three-fifths and two-fifths respectively. The testator died on the 18th of May, 1889. On the 31st of May, 1889, F. E. Ford commenced an action in the Queen's Bench Division against the executors claiming the property included in the deed of gift of the 18th of November, 1886. This action was compromised, and the property claimed, some of which was in the possession of E. F. Gilbert, the plaintiff, at the time of her father's death, was given up by her and by the executors to the widow. In the course of administration, E. F. Gilbert, the plaintiff, claimed as against the testator's estate, the value of the property so given up by her, by virtue of the covenants in her favour contained in the deed of the 29th of March, 1888.

STIRLING, J., held that the plaintiff's claim must be admitted. There was no doubt that there was an absolute covenant for title, not simply for the interest of the grantor in the chattels, but for the chattels themselves, for good title free from incumbrances. It turned out that he had, in fact, no title to the property in question, having executed a prior deed of gift of it to his wife. After his death the widow asserted her title, so both the covenants in the deed of 1888 had been broken, and damages were recoverable against the testator or his estate. The objection that the plaintiff was aware of the existence of the prior deed could not now be taken into consideration, upon the simple construction of the deed of 1888. There could be no ground for the rectification of this deed, for it could not be presumed that the testator did not intend to enter into these covenants; he must be taken to have so intended, so that, in case he could not fully assign the property, he would put the grantee in the same position as if she were taking the benefit originally the subject of the deed of gift. The facts amounted to an eviction, and the grantee, the plaintiff, had been deprived of her benefit by the action of the widow under her prior title. The plaintiff's claim must be admitted, and there would be a reference to chambers to assess the damages. With regard to the views of conveyancers, and especially to Dart, Vendors and Purchasers, vol. 2, p. 886, referring to Co. Litt. 384 a, as to the doubt mentioned there whether such a covenant extends to a known defect, and to the suggestion that the intention should be clearly expressed in the deed itself, the statement in that work appeared to be correct, and when the deed itself extended to a particular defect, it would extend to that none the less because the defect was known to the grantee at the time of execution of the deed.—COUNSEL, *Buckley*, Q.C., and *T. T. Methold; Graham Hastings*, Q.C., and *F. H. Colt; Kenyon Parker.* SOLICITORS, *Rowcliffes & Co.*, for *Wright & Hassall*, Leamington; *H. Tyrrell & Son*, for *H. C. Passman*, Leamington.

High Court—Queen's Bench Division.

COUNTY COUNCIL OF DURHAM *v.* **ASSESSMENT COMMITTEE OF THE CHESTER-LE-STREET POOR LAW UNION**—4th November.

POOR RATE—INDUSTRIAL SCHOOLS—RATEABILITY—INDUSTRIAL SCHOOLS ACTS, 1866 AND 1872 (29 & 30 VICT. C. 118 AND 35 & 36 VICT. C. 21).

The question raised in this case was, whether a county industrial school, established under the above-mentioned Acts, is liable to be rated for the

relief of the poor. In the year 1881 the court of quarter sessions of the county of Durham, acting as the "prison authority" for the county (with the consent of the Home Secretary), purchased property for the purpose of establishing an industrial school, and in 1885 the school was opened, the Home Secretary having certified that it was fit for the reception of children under section 7 of the Act of 1866. The buildings afford no accommodation further than such as is essential for the proper employment and education of the boys. The school has been maintained partly by grants in aid paid by the Government under the Industrial Schools Acts and partly by sums raised out of the county rates. Upon the coming into operation of the Local Government Act, 1888, on the 1st of April, 1889, the management of the school was taken over from the quarter sessions by the county council. The school having been rated for the relief of the poor, the county council objected, and the question now came before the High Court in the form of a special case stated by the court of quarter sessions. It was contended on behalf of the county council that the case fell within the decision of *Coomber* v. *The Justices of Berkshire* (9 App. Cas. 61).

DAY, J., said that the question was whether or not these industrial schools were rateable for the relief of the poor. *Primâ facie*, all property was rateable, but there were certain exceptions. Crown property was of course exempt, and under that head fell post offices and other offices which were under the immediate control of servants of the Crown. Another head comprised buildings occupied *quasi* for the Crown—for instance, assize courts, county courts, and prisons; these were also exempt from rating. It was said that industrial schools came under that head. An industrial school, however, was not a prison; certainly, persons who were sent there were obliged to remain there, but that did not constitute a prison. It was said that these schools existed solely for the benefit of the public, but that applied to many other forms of property, and did not affect the question of rateability; the same was true of the fact that the schools were built with public money. That was probably the case with all industrial schools in the first instance. It had been decided that industrial schools supported by private money were rateable, and the fact of their being supported mainly by public money and managed by public officials did not affect their rateability. It was said that certain passages in judgments as to the rateability of privately managed schools shewed that the cases would have been differently decided if the schools had been public. That was a fallacious argument. Judges decided cases upon reasons which were satisfactory as to those particular cases, and their decisions should not be applied to other states of fact. This building, it seemed, was rateable when in the hands of the county justices. It was now in the hands of the county council, and whatever might be said of the justices acting in a judicial capacity, it could not be contended that the county council were servants of the Crown. Even in the case of the justices, this building was not used by them as a court, and it was, therefore, rateable. *A fortiori* it was rateable when in the hands of the county council. Again, the county council could give up the schools if they wished; it was conceivable that there should be a tenant of these schools, so that the argument that they were "struck with sterility" was of no avail. In his opinion, therefore, the schools were rateable. LAWRANCE, J., concurred. Appeal dismissed.—COUNSEL, *Walton*, Q.C., and *Simey*; *R. S. Wright* and *R. C. Glen*. SOLICITORS, *H. C. Cook & Ball*, for *Ralph Simey*, Durham; *Indermaur & Brown*, for *F. J. Radford*, Newcastle-upon-Tyne.

SHOWERS *v.* **THE ASSESSMENT COMMITTEE OF THE CHELMSFORD UNION**—4th November.

POOR RATE—POLICE STATION—DWELLINGS OF POLICE—RATEABILITY.

In this case the appellants had been rated for the relief of the poor in respect of their occupation of certain buildings known as Springfield Court, near Chelmsford. The appellants were the chief constable, the deputy chief constable, and other officers of the police of the county of Essex. Springfield Court belonged formerly to the county justices, but since the coming into operation of the Local Government Act, 1888 (51 & 52 Vict. c. 41), has been vested in a joint committee of the justices and the county council. The premises are used exclusively for the purposes of the police, and consist of dwelling-houses (with the usual accommodation) in which the officers reside, a store-house for police clothing, clerks' offices, a parade ground, and stables for police horses. The whole building is under one roof, and the premises and grounds are enclosed by a brick wall. There are no cells in use on the premises; the county police make use of a portion of the Shire Hall in Chelmsford as a police office. Each of the officers pays a rack-rent for the premises occupied by him, such rent being deducted from his pay and applied in aid of the police rate. It was contended by the appellants that the whole of Springfield Court was a police station, and exempt from rateability, and *Coomber* v. *The Justices of Berks* (32 W. R. 525), *Justices of Lancashire* v. *Overseers of Stretford* (E. B. & E. 225), *Reg.* v. *St. Martin's, Leicester* (15 W. R. 1036), and *Martin* v. *West Derby Union* (31 W. R. 489) were cited.

DAY, J., said that he did not for a moment dissent from the judgments which had been referred to. No doubt where portions of a building which itself was not rateable were occupied by persons in a public capacity those portions were not rateable. But in the present case there was a building occupied by persons connected with the county police—a residence for police—the rateability of which was the question at issue. It was not a building which was notoriously not rateable. No doubt it might be that portions of Springfield Court—for instance, the police stables and stores—were not rateable; but these places did not constitute an integral whole; they were only a part, and perhaps a small part, of the building the rateability of which was in question. Therefore the judgment of the Lord Chief Justice in *Martin* v. *West Derby Union* had no application. These were residences for certain officers of police and their families, for which they paid rent. The fact that one wall surrounded these dwellings and places where police horses and clothes were kept made no difference as to their rateability, and there could be no doubt that if they were outside that wall they would be rateable. They did not come under the head of exemption which covered police stations; a police station meant a place where police were stationed for their duty, and for nothing else, not a place where they lived for their own convenience. The appeal failed, and these persons must be rated. LAWRANCE, J., agreed, and thought that the case was covered by *Gambier* v. *Lydford* (2 W. R. 226). Appeal dismissed.—COUNSEL, *Channell*, Q.C., and *Woollett*; *W. J. Grubbe* and *Duffield*. SOLICITORS, *E. M. Hill*; *Paterson, Snow, Bloxam, & Kinder*, for *H. & H. W. Gibson*, Ongar.

SHEPHERD *v.* **BERGER**—4th November.

LANDLORD AND TENANT—ACTION OF EJECTMENT—FORFEITURE—LEVY OF DISTRESS—WAIVER.

The question arising in this case was whether a landlord, by levying a distress upon the demised premises, had waived his right to re-entry for non-payment of rent. The premises were demised by the plaintiff to the defendant in May, 1889, for twenty-one years, the rent being payable upon the usual quarter-days. The lease contained a proviso for re-entry if a quarter's rent or part thereof was in arrear for twenty-one days, "and no sufficient distress can be had or levied for the same." On the 25th of March, 1890, £107 10s. rent was in arrear. In April the plaintiff distrained upon the premises and seized furniture, the proceeds of which covered only a part of the amount due. In May the plaintiff commenced an action of ejectment in the Mayor's Court. On the case coming on, the point was taken, on behalf of the defendant, that the plaintiff, by levying the distress, had affirmed the existence of the tenancy at the date of the distress, and that, as no more rent had become due at the time of action brought, there was no forfeiture, and the plaintiff ought to be nonsuited. The Recorder gave judgment for the plaintiff, and the defendant appealed. The case of *Ward* v. *Day* (11 W. R. 948, 12 W. R. 829) was relied on for the appellant, and the respondent cited *Brewer* v. *Eaton* (3 Douglas, 230) and *Cotesworth* v. *Spokes* (9 W. R. 436).

DAY, J., was of opinion that the forfeiture which had accrued on the expiration of the twenty-one days had been waived by the levying of the distress. Distress could only be levied during the continuance of the term, except under circumstances which did not arise in the present case. The proviso for re-entry was in a somewhat unusual form. At common law before the landlord could re-enter it was necessary for him to shew that a demand for the rent had been made upon the day when it was due, and that practice had been surrounded by formalities which made it very inconvenient. Discussions often arose as to the precise hour of the day at which the demand was made, for it must not be either too early or too late. The various Acts which remedied this gave no encouragement to the landlord to enforce a forfeiture where there was sufficient distress upon the premises; some evidence must be given that at the expiration of the twenty-one days there was no sufficient distress upon the premises, and then the landlord's remedy could be applied. As to the case of *Brewer* v. *Eaton*, there was nothing in the case to shew that a broker must actually attempt to levy on the premises in order to see whether there was any distress or not—the absence of sufficient distress might be proved in other ways than by sending a broker with a distress warrant. In many later cases it had been held that a levy of distress operated as a waiver of a forfeiture, an affirmance by the landlord of an existing tenancy; if there were no tenancy the distress would be unlawful. The plaintiff had clearly waived the forfeiture here, and the defendant ought to have succeeded in these proceedings. LAWRANCE, J., agreed. Judgment for the appellant.—COUNSEL, *H. Kisch*; *Candy*, Q.C., and *Morton Smith*. SOLICITORS, *Joseph Davis*; *Moon & Gilks*.

REG. *v.* **JUDGE OF CLERKENWELL COUNTY COURT AND HILL**—5th November.

COUNTY COURTS—REMITTED ACTION—POWER OF JUDGE TO AMEND—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 65.

This was an action upon a guarantee remitted to the county court, entitled *Baker* v. *Hill*. After hearing the evidence the judge expressed his opinion that Baker was not the proper party to sue, but he declined to entertain an application for leave to amend by adding one Martin as co-plaintiff, on the ground that he had no jurisdiction to make such an amendment in an action remitted under section 65 of the County Courts Act, 1888. A rule having been obtained, the defendant now shewed cause, under section 131 of the said Act, against an order being issued directing the judge to hear and determine such an application to amend.

THE COURT (DAY and LAWRANCE, JJ.) held that the power to amend the parties upon the record was clearly within the jurisdiction of a judge of the county court in a remitted action just as much as in actions originally commenced therein, but as to whether such amendment should be allowed they expressed no opinion. It was entirely at the discretion of the judge.—COUNSEL, *Woollett*; *H. Smith*. SOLICITORS, *W. Weller*; *H. J. Smith*.

Bankruptcy Cases.

Ex parte **EALING LOCAL BOARD**, *Re* **TREHEARNE**—C. A. No. 1, 31st October.

BANKRUPTCY—PROPERTY OF BANKRUPT—TITLE OF TRUSTEE—PAYMENT BY GARNISHEE AFTER RECEIVING ORDER—BANKRUPTCY ACT, 1883, s. 45.

This was an appeal against a decision of Cave, J. (34 SOLICITORS'

JOURNAL, 719). The question was whether debtors to a bankrupt, who had paid part of the debt to a judgment creditor of the bankrupt, who had obtained a garnishee order absolute against them, were bound to pay the amount which they had so paid over again to the trustee in the bankruptcy. On the 11th of April, 1889, Trehearne, a contractor for public works, entered into a contract with the Ealing Local Board for the execution of certain works, under which, in August, 1889, a large sum of money was due to him from the board. On the 22nd of July Fardell & Co. obtained a judgment against him for £78 19s. 6d., and on the 2nd of August they obtained a garnishee order *nisi* attaching the debt due from the board to Trehearne to answer the judgment debt. On the 8th of August an application to make the order absolute came on for hearing, and it was then agreed between the clerk to the board and Messrs. Fardell's solicitor that it should be made absolute, but that Messrs. Fardell should not enforce it by execution before the 5th of October, the board undertaking to hold the £78 19s. 6d. in the meantime on behalf of Messrs. Fardell and at their disposal, and to hand the same over on the 5th of October. This arrangement was embodied in two letters written by Messrs. Fardell's solicitor and the clerk to the board. The reason for the arrangement was, that the board had risen for the vacation, and that there could be no meeting till the 3rd of October, and no cheque could be drawn till then. On the 6th of September a receiving order was made against Trehearne, and he was adjudicated a bankrupt on the 13th of September. On the 3rd of October the local board paid Messrs. Fardell the £78 19s. 6d. The official receiver applied for an order declaring that the £78 19s. 6d. was part of the property of the bankrupt divisible among his creditors, and directing the board to pay the amount to the trustee. Section 45 of the Bankruptcy Act, 1883, provides that, "(1) where a creditor has issued execution against the goods or lands of a debtor, or has attached any debt due to him, he shall not be entitled to retain the benefit of the execution or attachment against the trustee in bankruptcy of the debtor, unless he has completed the execution or attachment before the date of the receiving order and before notice of the presentation of any bankruptcy petition by or against the debtor, or of the commission of any available act of bankruptcy by the debtor. (2) For the purposes of this Act . . . an attachment of a debt is completed by receipt of the debt." Cave, J., held that, there having been no payment under the garnishee order to Messrs. Fardell before the date of the receiving order, the board must pay the £78 19s. 6d. to the trustee, in whom the right to receive it had become vested.

THE COURT (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.) affirmed the decision. Lord ESHER, M.R., said that if the local board had, before the receiving order, paid the money to Messrs. Fardell, they would have been relieved from the obligation to pay Trehearne or his trustee. But they did not pay Messrs. Fardell before the receiving order, and the moment that order was made they could not pay Messrs. Fardell. They were bound to pay the trustee, whose title had then accrued, and they could not satisfy that liability by paying Messrs. Fardell. They in fact paid the amount to Messrs. Fardell, but not under the garnishee order, but in consequence of a new contract. They could not, by any such contract, oust the rights of the trustee. LINDLEY, L.J., said that the arrangement amounted only to an extension of the time for payment by the board. Before the board had discharged their liability Trehearne had become a bankrupt, and the effect of this was that Messrs. Fardell had lost their security on the bankrupt's property. The arrangement with the board did not give them any security. LOPES, L.J., concurred.—COUNSEL, *Clayton; Muir Mackenzie.* SOLICITORS, *Wright & Pilley; W. W. Aldridge.*

County Courts.

PHYSICK & LOWE *v.* **GWYNNE and PAGE**—Marylebone, 23rd October.

CONTRACT FOR SALE—AGENTS' COMMISSION.

Judge STONOR delivered judgment as follows:—The plaintiffs, who are house agents, sue the defendants, who are trustees of the marriage settlement of a Mr. and Mrs. Wood, for the sum of £27 10s., commission for introducing a purchaser of a leasehold house at Greville-place, Middlesex. The material facts are as follows:—Mr. Wood in April, 1889, instructed the plaintiffs to find a purchaser for the house in question, and in the following month got from a Miss Moses a written offer of £1,000, which they communicated at once to Mr. Wood, who, after discussing such offer with the plaintiff Physick, and inquiring the amount of commission which would become due to the plaintiffs, and expressing himself satisfied as to both, informed the plaintiff Physick that the consent of the trustees of the above settlement would be necessary, and the plaintiff Physick was thereupon furnished with the following letter from Mrs. Wood:—"10th May, 1889.—Dear Sirs,—I have an offer of £1,000 for No. 12, Greville-road, which, subject to your consent, I am willing to accept; as the purchaser is anxious to complete at once, will you kindly let me have your reply as soon as possible, and much oblige, Yours sincerely, MARY A. WOOD.—Jno. Gwynne, Esq., and Wm. J. Page, Esq." The plaintiff Physick called with this letter on the defendant Gwynne, who expressed himself willing to consent if his co-trustee, the defendant Page, would also consent; and, ultimately, as appears by the correspondence, both trustees consented without any consultation or any further information or inquiry as to the expediency of the sale, but subject to a stipulation for the due investment of the money in their names in Consols. Thereupon the plaintiffs wrote the following letter:—"14th May, 1889.—Madam,—As agents for and on behalf of our client, Mr. Henry Wood (acting under instructions from Mrs. Wood's trustees, Messrs. Gwynne and Page), we hereby accept your offer of the 10th inst. of one thousand pounds (£1,000) for No. 12, Greville-road, and as stakeholders acknowledge the receipt of £100, being a deposit on the sale.—Yours faithfully, PHYSICK & LOWE, Agents for and on behalf of Henry Wood, Esq.—Miss Moses, 34, Springfield-road." So far there is no conflict of evidence; but the plaintiff Physick deposes that at his interview with the defendant Gwynne some conversation passed between them with reference to commission. This the defendant Gwynne positively denies. On the other hand the defendant Gwynne positively deposes that at such interview he said that, although he would make no objection to the sale, he must express his opinion that the price was ridiculously low, and this the plaintiff Physick positively denies. Upon both these points I give credence to the defendant Gwynne. So far it is clear that the trustees mistook their position and their duties, and regarded themselves merely as consenting parties (almost as if they had been only bare trustees) and not as fiduciary vendors, and the plaintiffs so regarded them, and also regarded Mr. Wood as the actual vendor and themselves as his agents. The purchase subsequently proceeded for several weeks much in the same fashion. Mr. Wood's solicitors, by his instructions, communicated at once with the trustees' solicitor, and procured certain deeds from the trustees, prepared an abstract, and furnished such abstract and produced such deeds to the purchaser's solicitor. The marriage settlement, however, could not be found, and the purchaser ultimately obtained an order of the Chancery Division, dated the 1st of November, 1889, upon an originating summons entitled *Moses* v. *Wood's Trustees*, in which the defendants in this case appeared and defended, and by such order it was declared that a requisition for the production of the marriage settlement had not been sufficiently answered by the vendors, and that a good title had not been shewn, and it was ordered that the trustees should return to the applicant her deposit. Mr. Wood's solicitors appeared for the trustees on the above summons, and, subsequently to the above order being made, wrote the following letters to the plaintiffs' solicitors, in answer to a letter from them applying for the payment of the plaintiffs' commission:—"7th March, 1890. Dear Sirs.—12, Greville-road.—As soon as the trustees have received all the accounts relating to the abortive sale, they will arrange to get in funds for the purpose of discharging them. At present they have no cash in hand, and it will be better not to deal with the matter in piecemeal.—Yours faithfully, MULLENS & BOSANQUET.—Messrs. Physick & Lowe." "10th May, 1890. Dear Sirs.—12, Greville-road.—We have received your letter of yesterday's date. The reason of the delay in paying Messrs. Physick & Lowe's claim is that our clients, who are trustees, have no funds in hand at present to meet it. We are writing our clients to urge the matter on, and hope to be able to arrange for the account to be settled by the end of next week.—Yours fathfully, MULLENS & BOSANQUET.—Messrs. Cooper & Bake, Solicitors." The commission has not yet been paid, and the defendants' solicitors now state that they had no instructions or authority to write these letters. The plaintiffs have consequently brought the present action. Upon these facts I am of opinion that the defendants, by appearing to the summons in the Chancery Division, and opposing the order then made, did adopt the contract of sale and constitute themselves vendors so far as regarded their *cestui que trusts* and the intended purchaser; but I do not think that they thereby adopted the collateral contract which Mr. Wood entered into expressly or impliedly with the plaintiffs for payment of commission, and which commission undoubtedly became due to them immediately on their obtaining the written offer of Miss Moses. The defendants no doubt were aware, as the defendant Gwynne candidly admitted at the trial, that a commission was customarily payable to a house agent upon a sale, but such commission might be payable by either the vendor or the purchaser, or both might be varied in its rate by agreements, and in the present case might have been actually paid when it became due. With regard to the letters, whether binding on the defendants or not, I think that they only amounted to a promise to pay out of principal or income in the defendants' hands properly applicable by them to this commission, and I have some doubt whether, under the circumstances of this case, any portion of the funds in question would be properly applicable to this commission. At all events, there is no proof that any such moneys ever came to their hands. Mr. Wood, of course, remains liable personally to the plaintiffs for the same. In the present action I must therefore find for the defendants; but as I think that their adoption of the contract by appearing to and defending the summons, together with the promises or expectations contained in the letters of their solicitors, have seriously misled the plaintiffs, I shall give no costs. Judgment accordingly.—COUNSEL, *Gregson Ellis; Bray.*

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 4.—The usual weekly meeting of this society was held at the Law Institution, Chancery-lane, W.C., Mr. Percy Marshall in the chair. Mr. Sinclair Cox opened the debate, "That it is expedient to restrict the immigration of aliens into the United Kingdom." Mr. W. J. Blagg opened the negative of the subject. The debate was then declared open, when the following gentlemen addressed the meeting:—In the affirmative, Messrs. Arthur Smith, R. T. Blakistone, Harry Watkins, A. W. Watson, and R. Atcherley; in the negative, Messrs. Arthur Smith, C. T. Rowsell, J. D. Crawford, W. M. Woodhouse, H. Crouch, Clarence Harcourt, T. H. Bower, H. Foden Pattinson, Shoreunkeh, Sawyerr, and Cuthbert Curtis. Mr. Sinclair Cox replied, and the chairman put the motion to the meeting, when there voted—in the affirmative, 7; in the negative, 15. The motion was therefore lost by a majority of 8. There were thirty-two members and three visitors present.

LEGAL NEWS.

OBITUARY.

Mr. Clement Milward, Q.C., died at the Lodge, Alice Holt, Hants, on the 26th ult. Mr. Milward was born in 1821. He entered as a student at the Middle Temple in 1843, and was called to the bar on the 6th of November, 1846. He was appointed Queen's Counsel on the 16th of February, 1865, and a bencher of his inn on the 9th of May in the same year. Mr. Milward practised on the Northern Circuit, where he had a large practice. He also practised before Parliamentary committees. He filled the office of treasurer of the Middle Temple in 1880, and it was in that year that the entrance to the Temple from the Thames Embankment was completed. Mr. Milward was the third son of the late Rear-Admiral Clement Milward, of Tullogher, County Kilkenny, Ireland, and married on the 8th of May, 1856, Elizabeth Jane, widow of Percy Coventry, who survives him. He has left one daughter, Mary Eliza, the wife of Lieut-Col. Richard Knox, late of the 13th Hussars.

Mr. Thomas Henry Street, solicitor, died on the 22nd ult., at 27, Lincoln's-inn-fields. He was born in 1816, and was articled to his father, Mr. Thomas Street, of Brabant-court, Philpot-lane, E.C., and was admitted a solicitor in Hilary Term, 1838. He was married in 1848 to Jane Elizabeth Proctor, daughter of the Rev. George Proctor, D.D., rector of Hadley, in Middlesex. He was married a second time in 1884 to Henrietta Sara Orr Ireland, daughter of William Henry Street, St. John's, New Brunswick. He has left two sons and a daughter by his first wife. He joined his father's firm in 1839, and they carried on their business as Gilbert, Hook, & Street, and afterwards as Hook, Street, & Gutleres, at 1, Brabant-court, Philpot-lane, until 1863, when they removed to 27, Lincoln's-inn-fields, where the practice has since been carried on. In 1875 he was joined by Mr. Alfred Poynder, M.A. Camb., and the business has since been conducted under the style of Street & Poynder.

APPOINTMENTS.

Mr. Thomas Henry Scholfield, solicitor, of Barnsley, has been appointed a Commissioner for Oaths. Mr. Scholfield was admitted a solicitor in February, 1882, and is a commissioner for oaths for the County Palatine of Lancaster.

Mr. Alfred Thomas Simpson, solicitor, of Tunbridge Wells, has been appointed a Commissioner for Oaths. Mr. Simpson was admitted a solicitor in November, 1881, and is clerk to the Pembury School Board.

Mr. Frederick Walter Spink, solicitor, of Hull, has been appointed a Commissioner for Oaths. Mr. Spink was admitted a solicitor in April, 1884, and is prosecuting solicitor to the Hull Corporation.

Mr. Herbert Shephard, solicitor, of 27, College-street, College-hill, has been appointed a Commissioner for Oaths. Mr. Shephard was admitted a solicitor in January, 1880.

Mr. William Spickett, solicitor, of Pontypridd, has been appointed a Commissioner for Oaths. Mr. Spickett was admitted a solicitor in May, 1883, and is assistant-clerk to the Pontypridd Guardians.

Mr. John Mellowden Shaw, solicitor, of Oldham, has been appointed a Commissioner for Oaths. Mr. Shaw was admitted a solicitor in February, 1882.

Mr. Cecil Bainbridge Taylor, solicitor, of Liverpool, has been appointed a Commissioner for Oaths. Mr. Taylor was admitted a solicitor in May, 1883.

Mr. Richard Bremridge Toller, solicitor, of 6, Serjeants'-inn, Fleet-street, E.C., has been appointed a Commissioner for Oaths. Mr. Toller was admitted a solicitor in Trinity Term, 1871.

Mr. Arthur Turner, solicitor, of 84, Cannon-street, E.C., has been appointed a Commissioner for Oaths. Mr. Turner was admitted a solicitor in November, 1883.

Mr. Robert Turner, solicitor, of Manchester, has been appointed a Commissioner for Oaths. Mr. Turner was admitted a solicitor in April, 1883.

Mr. Alfred Willmott Venning, solicitor, of Liskeard, has been appointed a Commissioner for Oaths. Mr. Venning was admitted a solicitor in July, 1883.

Mr. Thomas Webb Williams, B.A., solicitor, of Bristol, has been appointed a Commissioner for Oaths. Mr. Williams was admitted a solicitor in April, 1884.

Mr. Oliver John Williams, LL.B. Lond., solicitor, of Llanelly, has been appointed a Commissioners for Oaths. Mr. Williams was admitted a solicitor in May, 1884.

Mr. Charles Edwin Oscar Walker, solicitor, of 1, Mitre-court, Fleet-street, E.C., has been appointed a Commissioner for Oaths. Mr. Walker was admitted a solicitor in May, 1884.

Mr. Walter Young, LL.B. Lond., solicitor, of 29, Mark-lane, E.C., has been appointed a Commissioner for Oaths. Mr. Young was admitted a solicitor in Trinity Term, 1874.

Mr. William Yorath, solicitor, of Cardiff, has been appointed a Commissioner for Oaths. Mr. Yorath was admitted a solicitor in January, 1884.

Mr. Henry Robinson Cousins, solicitor, of Leeds, has been appointed a Commissioner for Oaths. Mr. Cousins was admitted a solicitor in December, 1883.

Mr. James Thomas Woodhouse, LL.B. Lond., solicitor, of Hull, has been elected Mayor of Hull for the current year. Mr. Woodhouse was admitted a solicitor in Michaelmas Term, 1873. He was president of the Hull Incorporated Law Society, and as such he was elected an extraordinary member of the Council of the Incorporated Law Society, and served from October, 1889, to October, 1890.

Mr. Francis James Robinson, solicitor, of 107, Harley-street, W. (of the firm of Harrison & Robinson, of Clement's-inn-chambers, 263, Strand, W.C., and Woking, Surrey), has been appointed a Commissioner for Oaths. Mr. Robinson was admitted a solicitor in December, 1883.

Mr. Claude Barker, solicitor, of 23, Church-street, Sheffield, has been appointed a Commissioner for Oaths. Mr. Barker was admitted a solicitor in July, 1884.

Mr. Anthony Nichol Bowman, solicitor, has been appointed Registrar of the Diocese of Carlisle and Secretary to the Bishop, in succession to the late Mr. Mounsey. Mr. Bowman was admitted a solicitor in 1881. He has been associated with Mr. Mounsey in his practice during the last fourteen years, and will now carry on the business of "Mounsey & Co.," in co-partnership with Mr. G. A. H. Mounsey-Heysham, the nephew and executor of the late Mr. Mounsey.

Mr. J. G. Smith, barrister, assistant-registrar, has been promoted to be Registrar of the Admiralty Division, in succession to Mr. H. A. Bathurst.

Mr. Edward Nash, barrister, has been elected Clerk to the Merchant Taylors' Company in succession to Mr. F. G. Faithfull, resigned. Mr. Nash was educated at Repton and Trinity College, Cambridge, where he took the degrees of M.A. and LL.B., and was called to the bar in 1872 at Lincoln's-inn. He has practised in the chancery courts, and was for many years on the staff of the Weekly Reporter.

Mr. Edward Stanley Roscoe, barrister, has been appointed Assistant-Registrar in the Admiralty Division, in succession to Mr. Smith, appointed Registrar. Mr Roscoe was called to the bar at Lincoln's-inn in 1871.

GENERAL.

Sir Henry James, accompanied by Miss James, left Bath last week for Cadogan-square. Sir Henry's health has benefited greatly by his course of waters at Bath.

On Thursday during the hearing of a case in the Queen's Bench Division the Lord Chief Justice was taken suddenly ill. Lady Coleridge was sent for, and a medical man was summoned. It is stated that the illness was due to a severe attack of gastritis, but that all immediate danger was past.

The American *Green Bag* gives the following incident: "I wish to ask this court," said a lawyer who had been called to the witness-box to testify as an expert, "if I am compelled to come into this case, in which I have no personal interest, and give a legal opinion for nothing?" "Yes, yes, certainly," replied the mild-mannered judge; "give it for what it is worth."

On Saturday last an application was made to a divisional court of the Queen's Bench Division to postpone the hearing of a case, as the parties were not ready. The application was refused, and Mr. Justice Grantham said: I think the judges are treated very badly. As soon as there is any work in arrear there are complaints on all sides that the judges do not get through their work quickly enough. If we get through the work quickly there are equal complaints—then it is said we get on so fast that the parties are not ready and have to apply for delay.

The judge of the Birmingham County Court, says the *Daily News*, is driven to despair by the untruthfulness of the parties who come before him. In commenting on a case the other day he declared that this was the fifth instance that morning in which more or less respectable persons had been guilty in the witness-box of "the most deliberate lying." To such a pass have things now come that he described himself as going home sick at heart, day by day, from hearing people give each other the lie direct in matters about which there could be no possible mistake.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, November 10	Mr. Carrington	Mr. Godfrey	Mr. Pugh
Tuesday 11	Lavie	Leach	Beal
Wednesday 12	Carrington	Godfrey	Pugh
Thursday 13	Lavie	Leach	Beal
Friday 14	Carrington	Godfrey	Pugh
Saturday 15	Lavie	Leach	Beal
	Mr. Justice North.	**Mr. Justice Stirling.**	**Mr. Justice Kekewich.**
Monday, November 10	Mr. Ward	Mr. Jackson	Mr. Bolt
Tuesday 11	Pemberton	Clowes	Farmer
Wednesday 12	Ward	Jackson	Bolt
Thursday 13	Pemberton	Clowes	Farmer
Friday 14	Ward	Jackson	Bolt
Saturday 15	Pemberton	Clowes	Farmer

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FARRAN.—Oct. 23, at Stag's End, Hemel Hempsted, the wife of Charles F. Farran, barrister-at-law, of a son.

KEMP.—Nov. 4, at 1, Onslow-square, the wife of John Kemp, of Lincoln's-inn, barrister-at-law, of a son.

MARRIAGES.

WILLMORE—CAILLARD.—Oct. 25, at St. Saviour's, Eastbourne, John Selden Willmore, Judge of the Native Court of Appeal, Cairo, and younger son of the late Graham Willmore, Q.C., to Edith Mabel, eldest daughter of Alfred Caillard, C.M.G., Director-General of Customs, Egypt.

WITHERINGTON—LEADAM.—Nov. 4, at St. Mary's, Reading, Duncan Henry Witherington, solicitor, of Reading, to Janet Elizabeth, seventh daughter of the late Thomas R. Leadam, M.D., formerly of 1, York-place, Portman-square, W.

DEATHS.

BRODHURST.—Oct. 30, at Bournemouth, Maynard Brodhurst, Bengal Civil Service and a Puisne Judge of the High Court, North-West Provinces, India, aged 61.

FORDER.—Nov. 2, at Highbury House, Princess-avenue, Hull, Henry Forder (Official Receiver in Bankruptcy), son of the late William Forder, of Southampton, aged 54.

JONES.—Nov. 3, at Woocote Dower House, Upper Wallington, Edwyn Jones, of Fountain-court, Temple, barrister-at-law, and bencher of Gray's-inn.

PYBUS.—Oct. 31, at 15, Wentworth-place, Newcastle-upon-Tyne, Robert Pybus, High Bailiff of County Courts, Circuit No. 1, aged 78.

STREET.—Oct. 22, at 27, Lincoln's-inn-fields, Thomas Henry Street, solicitor, aged 74.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Oct. 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BULLER, JOBSON, & Co, LIMITED—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Walter Newton Fisher, Waterloo st, Birmingham Smith & Co, Birmingham, solors for liquidator

COLOMBIAN GOLD MINES, LIMITED—Petn for winding up, presented Oct 30, directed to be heard before North, J, on Nov 8 Langlois & Biden, Leadenhall st, solors for petner

INTERNATIONAL STOCK AND SHARE AGENCY, LIMITED—By an order made by Williams, J, dated Sept 24, it was ordered that the voluntary winding up of the agency be continued Hurrell & Mayo, Queen Victoria st, solors for petner

JOSHUA STUBBS, LIMITED—Kay, J, has fixed Nov 11, at 12, at his chambers, for the appointment of an official liquidator

MUNTZ'S METAL CO, LIMITED—Creditors of the old company are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to George Heaton, 30, Waterloo st, Birmingham Smith & Co, Birmingham, solors for liquidator

M. WHITFIELD & SONS, LIMITED—Petn for winding up, presented Oct 30, directed to be heard before Chitty, J, on Saturday, Nov 8 Collyer-Bristow & Co, Bedford row, agents for Walker & Colbeck, Kingston upon Hull, solors for petners

VICTOR PRINTING CO, LIMITED—Creditors are required, on or before Dec 4, to send their names and addresses, and the particulars of their debts or claims, to Francis James Sansom, Accountant, Portsmouth

UNLIMITED IN CHANCERY.

WITNEY RAILWAY CO—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Jordan & Son, 5, Victoria st, solors for liquidator

FRIENDLY SOCIETY DISSOLVED.

OLD BUSH SOCIETY, Old Bush Inn, Wombourn, Stafford Oct 27

London Gazette.—TUESDAY, Nov. 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BREAD UNION, LIMITED—By an order made by Chitty, J, dated Oct 25, it was ordered that the voluntary winding up of the union be continued Creditors are required, on or before Dec 16, to send their names and addresses, and the particulars of their claims, to Francis William Pixley and Richard Atkinson Robinson, 24, Moorgate st Saunders & Co, Coleman st, solors for liquidators

COTTRILL & Co, LIMITED—Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of their debts or claims, to Alfred Griffith Wilde, 4A, Booth st, Manchester Boote & Edgar, Manchester, solors for liquidator

DAMANT & Co, LIMITED—By an order made by Chitty, J, dated Oct 25, it was ordered that the company be wound up Trinders & Co, Cornhill, solors for petners

GENERAL STOCK EXCHANGE AND INVESTMENT CO, LIMITED—By an order made by Chitty, J, dated Oct 25, it was ordered that the voluntary winding up of the company be continued Belfrage & Co, John st, Bedford row, solors for petner

J. D. HICKMAN & Co, LIMITED—By an order made by North, J, dated Oct 25, it was ordered that the company be wound up Wansey & Co, Moorgate st, petners in person

KAISER LAGER BEER BREWERY CO, LIMITED—By an order made by Stirling, J, dated Oct 25, it was ordered that the company be wound up Le Brasseur & Oakley, New ct, Lincoln's inn, solors for petners

L. AVANT & Co, LIMITED—By an order made by Chitty, J, dated Oct 25, it was ordered that the company be wound up Browne & Co, Church ct, Ironmonger lane, solors for petners

PERCY IBOTSON & SONS, LIMITED—Petn for winding up, presented Oct 31, directed to be heard before Kay, J, on Saturday, Nov 15 Ward, Walbrook, solor for petner

PERSIAN INVESTMENT CORPORATION, LIMITED—By an order made by Chitty, J, dated Oct 25, it was ordered that the voluntary winding up of the corporation be continued Musgrave & Braby, Gresham st, solors for petner

VELVET CUTTING MACHINE SYNDICATE, LIMITED—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Sam Mosley, Spring gdns, Manchester Grundy & Co, Manchester, solors for liquidator

UNLIMITED IN CHANCERY.

SECOND WOLVERHAMPTON AND SOUTH STAFFORDSHIRE PERMANENT BUILDING AND INVESTMENT SOCIETY—Kay, J, has fixed Friday, Nov 14, at 11.30, at his chambers, for the appointment of an official liquidator

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Oct. 28.

ARROWSMITH, PETER ROTHWELL, Liverpool, Cotton Broker. Nov 25. Sampson & Price, Manchester

BAILLIE, Rev. JOHN, Wyvenhoe, Essex, Clerk, B.D. Dec 6. Elwes & Turner, Colchester

BARKER, THOMAS, Bishop Wilton, Yorks, Yeoman. Dec 31. Sargeant, Pocklington

BEAVAN, JOHANNA, Swansea, Wine Merchant. Dec 20. Stricks & Bellingham, Swansea

BLACKBURN, ANN, Cleckheaton, Yorks, Confectioner. Nov 29. Douthwaite & Waddington, Cleckheaton

BOWER, GEORGE, South Killingholme, Lincs. Dec 31. Nowell & Dix, Barton on Humber

BOWERS, FRANK LAW, Wormwood st, Bishopsgate, Comb Manufacturer. Dec 15. Watson, Gracechurch st

CLARK, JAMES, Camelot, Winchmore hill. Dec 31. Clark, New sq, Lincoln's inn

COLLINSON, GEORGE WILLIAM, Leeds, Auctioneer's Porter. Dec 10. Middleton & Sons, Leeds

COLMAN, LOUISA CROSSMAN, Bridgewater. Dec 1. Meyler, Taunton

COBB, ELIZA, Lytham, Lancs. Nov 29. W & J Cooper, Preston

COOMER, GEORGE, Newcastle-under-Lyme, Pork Butcher. Nov 28. T & E Slaney; Sproston, Newcastle-under-Lyme

CORDEUX, LUCY, Northampton. Dec 15. Shoosmith, Northampton

CROSSLEY, EDWIN, Dukinfield, Chester, Spindle Manufacturer. Dec 1. Clayton & Wilson, Ashton-under-Lyne and Manchester

DALE, MARY ELIZABETH, Wootton, nr Canterbury. Dec 1. Carder, Dover

DAY, GEORGE, the younger, Sonning Eye, Oxon, Carpenter. Nov 29. Brain & Brain, Reading

EDWARDS-MOSS, Sir THOMAS, Ennismore gdns, Bart. Dec 1. Whitley & Co, Liverpool

GLADWIN, JOHN, Sheffield, Paper Dealer. Dec 22. Ryalls & Son, Sheffield

HARRISON, CHARLES HENRY ROGERS, Stockwell rd, M.R.C.S., Eng. Dec 1. G. S. & H. Brandon, Essex st, Strand

HILL, ABRAHAM, Ashton under Lyne, Miller. Dec 1. Clayton & Wilson, Ashton under Lyne and Manchester

HOGG, WILLIAM, Normanby, nr Middlesborough, Miner. Nov 12. Jackson & Jackson, Middlesborough

HYDE, MARTHA ANN, Corwen, Merioneth. Dec 31. R. & G. Toller & Sons, Leicester

INGHAM, WILLIAM JAMES WRIGHT, Stone bldngs, Lincoln's inn, Barrister at Law. Dec 31. Hunter & Davies, King William st

INMAN, GEORGE FEREEMAN, Whatton in the Vale, Notts, Gent. Dec 15. Watson & Co, Nottingham

JONES, RICHARD, Moss Side, nr Manchester, Gent. Nov 30. J. E. & R. Whitworth, Manchester

LINDSAY, HENRY STUART, Shepperton. Nov 30. Paine & Brettell, Chertsey

LONGTON, JOSEPH, St Helen's, Plumber. Nov 25. Mearns & Boyle, St Helen's

LUCAS, WILLIAM, Torquay, retired Capt in the Mercantile Marine. March 1. Hamlyn, Torquay

MANKS, MARY, Templar st, Leeds. Dec 10. Middleton & Sons, Leeds

NICHOLLS, JOHN, Stourbridge, Worcs, Maltster. Nov 28. Gould & Elcock, Stourbridge

POYNTER, ELIZADETH, Prittlewell, Essex. Nov 25. Turner, Leadenhall st

RANDALL, MARY ANNE, Oxford. Dec 1. J. & F. Hester, Oxford

REES, DAVID, Pencarreg, Carmarthen, Farmer. Nov 23. Edwardes, Lampeter

RYMER, AGNES ELIZABETH, Chateau de Wimille, Pas de Calais, France. Jan 1. Gasquet & Metcalf, Idol lane, Eastcheap

London Gazette.—FRIDAY, Oct. 31.

ABLE, MARIA, Norwich. Dec 1. Winter & Co, Norwich

ALDOUS, JOHN TUNGATE. Dec 15. Winter & Co, Norwich

ASHLEY, ANNE. Upper Woburn pl. Dec 1. Bell, Clement's inn

BALDWIN, JOHN, Bath, Gent. Dec 1. Stone & Co, Bath

BRAMWELL, HANNAH, Chapel en le Frith, Derby, Shopkeeper. Nov 30. Bennett & Co, Chapel en le Frith

BROOKER, CHARLES, Wokingham, Berks, Schoolmaster. Dec 1. Cooke & Cooper, Wokingham

BROWN, JOHN, Boston, Lincs, retired Carpenter. Nov 30. Waite & Co, Boston

CLARKE, ELIZABETH, Crediton, Devon. Dec 1. Sparkes & Pope, Crediton

CLARKE, ELIZABETH, Ranelagh rd, Ealing. Nov 29. Godwin & Louch, Newbury

CLEMENTS, HENRY, Paulerspury, Northampton, Farmer. Nov 29. Greville, Towcester

COLSTON, ALFRED, Brunswick sq, Camberwell. Dec 7. Currie & Co, Lincoln's inn fields

COPLESTON, ELIZABETH ANNE, Clifton, Bristol. Dec 1. Bush & Bush, Bristol

DOULEVY, MARGARET, Liverpool. Dec 16. James & Smith, Liverpool

EVANS, THOMAS-HENRY, Chester, Wine Merchant, Chester. Dec 15. Tatlock, Chester

GOULD, THOMAS, Cradley Heath, Staffs, Gent. Dec 1. Wright & Tanfield, Cradley Heath

GRANGER, GEORGE, King's Heath, Worcs, Licensed Victualler. Dec 1. Lane & Clutterbuck, Birmingham

HAMMOND, JOHN EDMUND BARROW, York st, St Marylebone. Dec 1. Stretton & Co., Cornhill

HARRISON, JOHN, Shifnal, Salop, Beerseller. Nov 20. Osborne, Shifnal and Birmingham

JAY, LOUSA. Dec 31. Winter & Co, Norwich

KILNER, ANN SARAH, Bellevue, Wakefield. Nov 15. Lister & Co, Wakefield

LANE, EMMA, Leamington Spa. Nov 30. Clarke & Co, Birmingham

LAW, ANN, Liverpool rd, Islington. Dec 10. Garrett, Great James st, Bedford row

LETTS, WILLIAM, Upper Boddington, Northampton, retired. Feb 15. Kilby & Mace, Banbury

LONGE, ROBERT, Coddenham, Suffolk, Clerk in Holy Orders. Nov 22. Hansells & Hales, Norwich

MEDD, STEPHEN, Scarborough, Farmer. Dec 4. Drawbridge, Scarborough

NASH, JOHN, East Tuddenham, Nortolk, retired Grocer. Nov 27. Hall, Attleborough

PALMER, WILLIAM HENRY, Norfolk st, Strand, Commercial Traveller. Nov 29. Godwin & Louch, Newbury, Berks

PARKES, ANNA SELINA, Langley, Worcs. Dec 9. Wright & Co, Olbury

PARROTT, THOMAS JACKSON, Gt Horton, Bradford, Gent. Dec 14. Law, Batley

PERRY, CHARLES THOMAS, Draper's grds, Stockbroker. Dec 15. Badham & Williams, Salter's Hall crt, Cannon st

READ, SAMUEL, Prendergast, Pembs, Paper Manufacturer. Nov 25. Davies & Co, Haverfordwest

RICHMOND, HENRY FULLERTON, Harewood st, Harewood sqr, formerly Captain in 3rd Dragoon Guards. Dec 31. Reyroux & Co, Cannon st

RICHMOND, MARY ANNE FRANCES, Abingdon villas, Kensington. Dec 31. Reyroux & Co, Cannon st

ROBINSON, MARY, Woodman terce, Leeds. Dec 4. Beaumont & Stephenson, Leeds

SNELL, JANE, Eastbourne, Gent. Dec 9. A H & A Ruston, Newmarket

TEALE, WILLIAM HENRY, Walthamstow, Essex, Gent. Dec 31. Crawford & Chester, Cannon st

TILL, ROBERT, Myddleton st, Clerkenwell, Tobacconist. Dec 15. Kilsby, College hill, Cannon st

TISSIMAN, JAMES, Scarborough. Nov 28. Birdsall & Cross, Scarborough

TISSIMAN, WILLIAM, Scarborough, Wine Merchant. Nov 28. Birdsall & Cross, Scarborough

WHITELEY, JOHN, Crosland Moor, nr Huddersfield, Cotton Spinner. Dec 31. Laycock & Co, Huddersfield

WOODGATE, FRANCES MARIA. Dec 20. Winter & Co, Norwich

WOODS, FREEMAN, Bacton, Suffolk, Grocer. Dec 1. Hayward & Sons, Stowmarket

WOOTTON, HENRY, Aylesbury, Gent. Dec 6. Baynes & Crouch, Aylesbury

London Gazette.—TUESDAY, Nov. 4.

BARKER, THOMAS GRESHON, Brighowgate, Gt Grimsby, retired Builder. Dec 1. Barker, Gt Grimsby

BLANE, ARTHUR RODNEY, Heggalt Hall, nr Norwich, Captain in R N. Dec 1. Norton & Co, Victoria st, Westminster

BRACE, KATE, Worcester. Nov 25. Gabriel, Portugal st bldgs, Lincoln's inn

BROWN, JOHN, Nottingham, Gent. Dec 31. Martin & Sons, Nottingham

CARTER, JOHN, Kingsland rd, Shoreditch. Dec 31. Gard & Co, Gresham bldgs, Basinghall st

DEAL, GEORGE, Park rd, Ealing, Builder. Dec 3. Cordwell, Moorgate st

DE LA RUE, AUGUSTUS CHARLES GRANET, Meggen, Lucerne, Switzerland. Dec 13. Johnson & Co, Austinfriars

EAST, FREDERICK, North st, Poplar, Mineral Water Manufacturer. Dec 14. Leathley & Co, Lincoln's inn fields

EDWARDS, JOHN, Tunbridge Wells, retired Builder. Dec 31. Pearless & Beeching, Tunbridge Wells

JEE, SARAH, Findon rd, Shepherd's Bush. Dec 4. J. W. Jee, 50, Chesilton rd, Fulham, S.W., and C. W. Eastman, 57, Barnsdale rd, Paddington, W.

LAWSON, GERTRUDE SARAH, Eastmearn rd, West Dulwich. Dec 1. Wilkinson, St Neots, Hunts

MIDDLEMORE, MARIA TRINIDAD HOWARD, Gt Malvern. Dec 8. Horton & Co, Birmingham

NULTY, SARAH, Braystones, Cumberland. Nov 18. Brown, Whitehaven

PHILLIPS, SUSANNA, Geraldine rd, Wandsworth. Jan 1. Ashley & Co, Fredericks pl, Old Jewry

PROCTOR, ALFRED, Bradford, retired Fruit Merchant. Nov 29. Fawcett, Carnforth, Lancs

REEVE, ABRAHAM CHARLES, Hagham, Suffolk, Clerk in Holy Orders. Dec 1. Grimswade Hadleigh

ROBERTSON, JOHN, Sheffield, Joiner. Dec 31. Rodgers & Co, Sheffield

SALMON, DAVID, Swansea, Master Mariner. Dec 13. Powell, Brynmawr

SIMCOCKES, Rev. GEORGE STAUNTON, Bath, Clerk. Dec 13. Few & Co, Surrey st, Strand

STUART, MARIANNE, Connaught sq, Hyde Park. Dec 4. Evans & Co, Gray's inn sq

TURNER, JAMES, Mulbarton, Norfolk, Farmer. Dec 4. Day, Norwich

TYZACK, WILLIAM ALEXANDER, Sheffield, Merchant. Dec 31. Burdekin & Co, Sheffield

WARRINER, WALTER ERNLE, Bournemouth, Gent. Dec 25. Meek & Co, Devizes

WAY, JOHN, Eaton sq, Esq, M.D. Dec 18. Crowders & Vizard, Lincoln's inn fields

WELLER, THOMAS MONTAGU MARTIN, Rolvenden, Kent, Lieut-Col. Dec 1. Burn & Berridge, Old Broad st

WOOLLAMS, ELLINOR MARY, Kirtlington, Oxen. Nov 30. Toovey, Orchard st, Portman sq

YOUNG, ANDREW, Nottingham, Auctioneer. Dec 31. Martin & Sons, Nottingham

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

If you require an advance upon House Property on advantageous terms, or if you desire to invest your money safely in Shares or in Deposit at a moderate rate of interest, apply to the TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Ludgate-hill, E.C.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Oct. 31.

RECEIVING ORDERS.

ALLEN, EDWARD, Linkinhorne, Cornwall, Farmer East Stonehouse Pet Oct 22 Ord Oct 29

ANTVARGER, RAPHAEL, Leeds, Tailor Leeds Pet Oct 27 Ord Oct 27

BIRKENSHAW, JOHN EDWARD, Leeds, Rag Dealer Leeds Pet Oct 29 Ord Oct 29

BLACKBAND, WILLIAM, Newtown, Montgomery, Grocer, Newtown Pet Oct 29 Ord Oct 29

BRIGHT, THOMAS, Ide, Devon, Licensed Victualler Exeter Pet Oct 28 Ord Oct 28

BROWN, HENRY, Leighton Buzzard, Beds, Timber Dealer Luton Pet Oct 27 Ord Oct 27

BUTCHER, ANN, Cheriton, Hants, Grocer Winchester Pet Oct 27 Ord Oct 27

BUTTON, REUBEN, the younger, Denton, nr Gravesend, Architect Rochester Pet Oct 7 Ord Oct 27

CROWHURST, W. N., Slough, Bucks, Licensed Victualler, Windsor Pet Oct 16 Ord Oct 28

DARLING, WILLIAM, Richmond rd, Westbourne Park, Timber Merchant High Court Pet Oct 9 Ord Oct 28

EGGAR, JOHN COBDEN, Woodford cum Membris, Northamptonshire, Estate Agent Northampton Pet Oct 28 Ord Oct 28

GREAVES, SAMUEL, Balsall Heath, Worcs, Licensed Victualler Birmingham Pet Oct 29 Ord Oct 29

HAMILTON & Co, J, Liverpool, Cardboard Box Manufacturers Liverpool Pet Oct 11 Ord Oct 29

HARPER, THOMAS, Scarborough, Cabinet Maker Scarborough Pet Oct 29 Ord Oct 29

HAZZLEWOOD, HANNAH, Leeds, Milliner Leeds Pet Oct 27 Ord Oct 27

JOSEPH, ISAAC, Kennington Park rd, Optician High Court Pet Oct 29 Ord Oct 29

KEMP, GEORGE, Birmingham, Greengrocer Birmingham Pet Oct 29 Ord Oct 29

KENNEDY, FREDERICK GEORGE, Stainforth rd, Walthamstow, Commercial Clerk High Court Pet Oct 27 Ord Oct 27

LONGFIELD, JAMES, Leeds, Potato Merchant Leeds Pet Oct 28 Ord Oct 28

MACGREGOR, WILLIAM, Liverpool, Fish Salesman Liverpool Pet Oct 14 Ord Oct 27

MIHAMS, THOMAS, Edgbaston, Birmingham, Clerk in Holy Orders Birmingham Pet Oct 27 Ord Oct 27

NAYLOR, WALTER JAMES. Naylor's Wharf, Rotherhithe, Coal Merchant High Court Pet Oct 3 Ord Oct 29

NEWELL, CHARLES, Rochdale, Tripedresser Oldham Pet Oct 28 Ord Oct 28

OWENS, JOHN, Aberaman, Aberdare, Glam, Underground Roadman Aberdare Pet Oct 29 Ord Oct 29

PARROTT, PETER, Macclesfield, Solicitor Macclesfield Pet Oct 17 Ord Oct 28

PAYNE, CHARLES, Church st, Camberwell, Boot and Shoe Maker High Court Pet Oct 28 Ord Oct 28

PEARSON, GEORGE, Cheshunt, Herts, Grocer Edmonton Pet Oct 29 Ord Oct 29

PRESCOTT, JAMES, Manchester, Commission Agent Manchester Pet Oct 29 Ord Oct 29

REDMAN, THOMAS, Bradford, Cycle Maker Bradford Pet Oct 27 Ord Oct 27

RICE, THOMAS HENRY, Ewell, Surrey, Licensed Victualler Croydon Pet Oct 27 Ord Oct 27

SCOWBY, MARY ELIZABETH, Wakefield, late Innkeeper Wakefield Pet Oct 16 Ord Oct 29

STEPHENS, CHARLES HENRY, Charlton Kings, Cheltenham, Builder Cheltenham Pet Oct 27 Ord Oct 27

SULLY, JOHN, Newport, Mon, Master Mariner Newport, Mon Pet Oct 28 Ord Oct 28

WAUGH, EDGAR WELLER, Duke st mansions, Grosvenor sq, Carpet Manufacturer High Court Pet Oct 23 Ord Oct 24

WILLIAMS, JAMES, and AMOS WILLIAMS, Hay, Brecon, Timber Merchants Hereford Pet Oct 28 Ord Oct 28

WILSON, JOHN, Newcastle on Tyne, Builder Newcastle on Tyne Pet Oct 28 Ord Oct 28

FIRST MEETINGS.

ALDERSON, WILLIAM, Surbiton, Surrey, Gent Nov 7 at 11 24, Railway Approach, London Bridge

BENDALL, WILLIAM NEWPORT, Wells, Somerset, Rate Collector Nov 10 at 1 Off Rec, Bank chmbrs, Bristol

BIGGS, HENRY, and HENRY JAMES BIGGS, Bristol, Tailors Nov 10 at 12.30 Off Rec, Bank chmbrs, Bristol

BOURNE, CHARLES HARRY, Dudley, Refreshment Contractor Nov 7 at 12.30 Dudley Arms Hotel, Dudley

BOWN, JOHN, Litcham, Norfolk, Veterinary Surgeon Nov 8 at 1 Off Rec, 8, King st, Norwich

BRIGHT, THOMAS, Ide, Devon, Licensed Vitualler Nav 11 at 11 Off Rec, 13, Bedford circus, Exeter

BRUTON, GEORGE WILLIAM, Great Coram st, Wine Merchant Nov 19 at 10.30 33, Carey st, Lincoln's inn fields

BUTCHER, ANN, Cheriton, Hants, Grocer Nov 11 at 2 Off Rec, 4, East st, Southampton

BUTTON, REUBEN, the younger, Denton, nr Gravesend, Architect Nov 17 at 11.30 Off Rec, High st, Rochester

CALMAN, ALBERT, Fairbank st, East rd, City rd, Wholesale Furrier Nov 14 at 12 33, Carey st, Lincoln's inn fields

CLARK, ALLEN, Lower Gornal, Staffs, Greengrocer Nov 7 at 11 Off Rec, Dudley

GALE, CHRISTOPHER, Hunslet, Leeds, Builder Nov 10 at 12 Off Rec, 22, Park row, Leeds

GRAHAM, PETER, Liverpool, Fishmonger Nov 13 at 3 Off Rec, 35, Victoria st, Liverpool

GREEN, THOMAS, Stoke upon Trent, Plumber Nov 10 at 3.30 Off Rec, Newcastle under Lyme

GREIG, JOHN HENRY, VICTOR DAVID LOLY, and GEORGE COPE DIXON, Fleet st, Publishers Nov 11 at 12 Bankruptcy bldgs, Lincoln's inn

HAYES, JAMES, Upper st, Islington, Jeweller Nov 14 at 11 33, Carey st, Lincoln's inn

HENDLEY, SAMUEL, Caxton, Cambs, Clerk in G.P.O. Nov 11 at 11 33, Carey st, Lincoln's inn

HICKMOTT, ALEXANDER, Bradford, Painter Nov 10 at 3 Off Rec, 31, Manor row, Bradford

HIND, ROBERT THOMAS, Bourn, Lincs, Butcher Nov 17 at 12 Law Courts, New rd, Peterborough

JACOBS, JOHN, Basingstoke, Hants, Saddler Nov 11 at 3 Off Rec, 4, East st, Southampton

KIRBY, THOMAS, Rendcombe, nr Cirencester, Grocer Nov 7 at 12 Off Rec, 32, High st, Swindon

KITLEY, JAMES, Funtington, Sussex, Farmer Nov 10 at 12 Dolphin Hotel, Chichester

LIGHTFOOT, JAMES WILLIAM, Leeds, Grocer Nov 7 at 11 Off Rec, 22, Park row, Leeds

QUIN, JOHN HOGAN, Sheffield, Surgeon Nov 11 at 2 Off Rec, Figtree lane, Sheffield

RADERMACHER, FREDERICK, Torrington mews, Paddington, Upholsterer Nov 12 at 11 33, Carey st, Lincoln's inn fields

RAYNER, MARY JANE, Blackburn, Grocer Nov 26 at 1.30 County Court house, Blackburn

REDMAN, THOMAS, Bradford, Cycle Maker Nov 10 at 3.30 Off Rec, 31, Manor row, Bradford

REED, JAMES, Hastings, Fruiterer Nov 12 at 1 Young & Son, Bank bldngs, Hastings

RICHARDSON, WILLIAM, Ridley rd, Kingsland, Builder Nov 8 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

ROGERS, CHARLES WALROUS (deceased), St Michael's Alley, Cornhill, Merchant Nov 10 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

ROWE, NICHOLAS, Plymouth, Master Mariner Nov 11 at 11 40, Athenæum terr, Plymouth

SELWAY, JAMES, Cathays, Cardiff, Grocer Nov 11 at 3 Off Rec, 29, Queen st, Cardiff

SEDGWICK, SAMUEL, Leeds, Greengrocer Nov 10 at 11 Off Rec, 22, Park row, Leeds

WILSON, JOHN, Newcastle on Tyne, Builder Nov 11 at 2.30 Off Rec, Pink lane, Newcastle on Tyne

ADJUDICATIONS.

ALDERSON, WILLIAM, Surbiton, Surrey, Gent Kingston Pet Aug 26 Ord Oct 27

BAXENDALE, JAMES, Salford, Boot Merchant Salford Pet Oct 22 Ord Oct 28

BENDALL, WILLIAM NEWPORT, Wells, Somerset, Rate Collector Wells Pet Oct 24 Ord Oct 29

BIGGS, HENRY, and HENRY JAMES BIGGS, Bristol, Tailors Bristol Pet Oct 15 Ord Oct 27

BIRKENSHAW, JOHN EDWARD, Leeds, Rag Dealer Leeds Pet Oct 29 Ord Oct 29

BLACKBAND, WILLIAM, Newtown, Montgomery, Grocer Newtown Pet Oct 29 Ord Oct 29

BRIGHT, THOMAS, Ide, Devon, Licensed Victualler Exeter Pet Oct 28 Ord Oct 28

BROWN, HENRY, Leighton Buzzard, Beds, Timber Dealer Luton Pet Oct 27 Ord Oct 27

BUTTON, REUBEN, jun, Denton, nr Gravesend, Architect Rochester Pet Oct 6 Ord Oct 28

DALBIAC, H. S., Victoria Mansions, Victoria st, Major in H M's Army High Court Pet Jan 13 Ord Oct 29

EGGAR, JOHN COBDEN, Woodford cum Membris, Northamptonshire, Estate Agent Northampton Pet Oct 28 Ord Oct 28

HANDY, JAMES THOMAS, Cardiff, Veterinary Surgeon Cardiff Pet Oct 14 Ord Oct 27

HARPER, THOMAS, Scarborough, Cabinet Maker Scarborough Pet Oct 29 Ord Oct 29

HAZZLEWOOD, HANNAH, Leeds, Milliner Leeds Pet Oct 27 Ord Oct 27

KENNEDY, FREDERICK GEORGE, Stainforth rd, Walthamstow, Commercial Clerk High Court Pet Oct 27 Ord Oct 28

LONGFIELD, JAMES, Leeds, Potatoe Merchant Leeds Pet Oct 28 Ord Oct 28

MACGREGOR, WILLIAM, Liverpool, Fish Salesman Liverpool Pet Oct 14 Ord Oct 28

NEWELL, CHARLES, Rochdale, Tripedresser Oldham Pet Oct 28 Ord Oct 28

OWENS, JOHN, Aberaman, Aberdare, Glam, Underground Roadman Aberdare Pet Oct 29 Ord Oct 29

PAYNE, CHARLES, Church st, Camberwell, Boot Maker High Court Pet Oct 28 Ord Oct 28

PEARSON, GEORGE, Cheshunt, Herts, Grocer Edmonton Pet Oct 29 Ord Oct 29

REDMAN, THOMAS, Bradford, Cycle Maker Bradford Pet Oct 27 Ord Oct 27

ROGERS, CHARLES WALROUS, deceased, St Michael's alley, Cornhill, Merchant High Court Pet May 13 Ord Oct 28

ROOPER, CHARLES FREDERICK, Heathcote st, Mecklenburg sq, Gent High Court Pet July 10 Ord Oct 29

ROWE, NICHOLAS, Plymouth, Master Mariner East Stonehouse Pet Oct 24 Ord Oct 27

SANWAYS, JAMES ALFRED, Westham, Wyke Regis, Dorset, Builder Dorchester Pet Oct 21 Ord Oct 28

STEPHENS, CHARLES HENRY, Charlton Kings, Cheltenham, Builder Cheltenham Pet Oct 27 Ord Oct 27

SULLY, JOHN, Newport, Mon, Master Mariner Newport, Mon Pet Oct 28 Ord Oct 29

WILSON, JOHN, Newcastle-on-Tyne, Builder Newcastle-on-Tyne Pet Oct 28 Ord Oct 28

ORDER RESCINDING RECEIVING ORDER, AND ANNULLING ADJUDICATION.

BRADSHAWE, CHARLOTTE DOROTHY, Warwick sq, Pimlico, Widow High Court Rec Ord April 10 Adjud May 23 Rec and Annul Oct 28

London Gazette.—TUESDAY, Nov. 4.

RECEIVING ORDERS.

ANTHONY, ALBERT EDWARD, Eastwood, nr Todmorden Yorks, Joiner Burnley Pet Oct 31 Ord Oct 31

BALDWICK, EDWIN EWEN, Small Heath, Birmingham, Commission Agent Birmingham Pet Oct 30 Ord Oct 30

BARKER, ANN, and CHARLES BARKER, Winchester, Coa Merchants Winchester Pet Oct 31 Ord Oct 31

BLACKBURN, THOMAS SPENCE, Sherburn in Elmet, York, Joiner York Pet Oct 30 Ord Oct 30

BRAUN, ISIDOR, Hatton gdn, Dealer in Pearls High Court Pet Oct 31 Ord Oct 31
BRETT, GEORGE, Gislingham, Suffolk, Farmer Ipswich Pet Oct 29 Ord Oct 29
BROWN, FRANK, Preston, Hitchin, Herts, Hay Dealer Luton Pet Oct 30 Ord Oct 30
CARLING, JOHN JAMES, High Coniscliffe, nr Darlington, late Beerhouse Keeper Stockton on Tees and Middlesborough Pet Oct 31 Ord Oct 31
COOPER, DANIEL, West Bromwich, Boot Dealer West Bromwich Pet Oct 30 Ord Oct 30
CUTLER, JAMES HENRY, Devonshire sq, Bishopsgate Without, Wine Merchant High Court Pet Oct 30 Ord Oct 30
DOBLE, JAMES, Shirland rd, Paddington, Builder High Court Pet Oct 29 Ord Oct 31
DUNN, JOHN HENRIQUE, Allsop pl, Regent's pk, late Co-operative Store Keeper High Court Pet Oct 31 Ord Oct 31
FORD, WILLIAM THOMAS, St Donat's rd, New Cross Lighterman's Manager Greenwich Pet Oct 28 Ord Oct 28
FORSTER, JAMES, and JOHN FORSTER, Whitehaven, Butchers Whitehaven Pet Oct 22 Ord Nov 1
FOX, WILLIAM JAMES, Ladbroke grove rd, Notting hill, Agent High Court Pet Oct 31 Ord Oct 31
GARBETT, JOHN, Kinver, Staffs, Licensed Victualler Stourbridge Pet Oct 30 Ord Oct 30
GRAHAM, WALTER, Air st, Architect High Court Pet Oct 9 Ord Oct 31
HEATH, SARAH, Newbury, Berks, late Baker Newbury Pet Oct 18 Ord Oct 30
HELLIER, JOHN, Balsall Heath, Wores, Baker Birmingham Pet Oct 30 Ord Oct 30
HOLT, JOHN AUSTIN, Ben Rhydding, Yorks, late Cloth Merchant Leeds Pet Nov 1 Oct Nov 1
HONRICHS, ALEXANDER, Bishopsgate st, Merchant High Court Pet Oct 11 Ord Oct 31
ISHERWOOD, ANN, late of Rochdale, Licensed Vitualler Oldham Pet Oct 31 Ord Oct 31
LEWIS, WALTER, Dewsbury, late Grocer Dewsbury Pet Oct 30 Ord Oct 30
LLOYD, RICHARD, Corwen, Merioneth, Builder Wrexham Pet Oct 31 Ord Oct 31
PEEL, CURRER GILL, Draughton, nr Skipton, Yorks, Farmer Bradford Pet Oct 30 Ord Oct 30
POWELL, JOHN, Smethwick, Staffs, Timber Merchant West Bromwich Pet Oct 31 Ord Oct 31
PULLEN, HENRY, Portslade, Sussex, Baker Brighton Pet Oct 16 Ord Oct 30
RICHARDS, REUBEN, Stapleton, Glos, Gardener Bristol Pet Nov 1 Ord Nov 1
RICHARDSON, JOHN, Nottingham, British Sports Outfitter Nottingham Pet Oct 31 Ord Oct 31
RIPLEY, CHARLES P. H., late International Club, Trafalgar sq, Gent High Court Pet Aug 26 Ord Oct 29
ROBINSON, SAMUEL ROBERT, Glossop, Derbyshire, Painter Ashton under Lyne and Stalybridge Pet Oct 8 Ord Oct 29
ROSENBOM, ABRAHAM, Batley, Yorks, Tailor Dewsbury Pet Oct 30 Ord Oct 30
SEAWELL, KERSHAW, & WARREN, Villiers st, Strand, Auctioneers High Court Pet Oct 15 Ord Oct 30
SHARP, EDWARD, Stamford, Kent, Butcher Canterbury Pet Nov 1 Ord Nov 1
SPENCER, SIDNEY EDGAR, St. John's Wood terrace, St. John's Wood, Merchant's Clerk High Court Pet Oct 30 Ord Oct 30
STOBBART, CHARLES, Eastbourne, Darlington, Greengrocer Stockton on Tees and Middlesborough Pet Oct 31 Ord Oct 31
THOMAS, JACOB, Porth, Glam, Grocer Pontypridd Pet Oct 31 Ord Oct 31
WARREN, FRANK, Kingswalden, Herts, Baker Luton Pet Oct 30 Ord Oct 30
WESTON, WILLIAM, Hinckley, Leics, Boot Manufacturer Leicester Pet Oct 18 Ord Nov 1
WRIGHT, FREDERICK JAMES, Praed st, Paddington, Carpenter High Court Pet Nov 1 Ord Nov 1

FIRST MEETINGS.

ANTVARGER, RAPHAEL, Leeds, Tailor Nov 11 at 11 Off Rec, 22, Park row, Leeds
BARWICK, SAMUEL, Boston, Lincs, Watchmaker and Jeweller Nov 12 at 12.15 Off Rec, 48, High st, Boston
BAXENDALE, JAMES, Salford, Boot Merchant Nov 12 at 2.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
BAYNE, SAMUEL THOMSON, and WILLIAM MCGREGOR, Liverpool, Fish Merchants Nov 12 at 3 Off Rec, 35, Victoria st, Liverpool
BEACOCK, TOM, New Clee, Lincs, out of employment Nov 12 at 11 Off Rec, 3, Haven st, Gt Grimsby
BEARD, HENRY, Cheltenham, Law Stationer Nov 13 at 3.30 County court bldgs, Cheltenham
BLACKBAND, WILLIAM, Newtown, Montgomery, Grocer Nov 14 at 1 Off Rec, Llanidloes
BLACKBURN, THOMAS SPENCE, Sherburn in Elmet, Yorks, Joiner Nov 13 at 12 Off Rec, 28, Stonegate, Yorks
BRAITHWAITE, J H, Aldershot, Capt in Devonshire Regt Nov 11 at 10.30 21, Railway approach, London bridge
BRETT, GEORGE, Gislingham, Suffolk, Farmer Nov 11 at 12 Off Rec, 36, Princes st, Ipswich
CHESTSON, JOHN, Rawdon, Leeds, Farmer Nov 12 at 11 Off Rec, 22, Park row, Leeds
DAVALL, WILLIAM ALFRED, St Leonard's on Sea, Beerhouse Keeper Nov 12 at 1.30 Young & Son, Bank bldngs, Hastings
ELLIS, CHARLES GODWIN, Breakspear's rd, Brockley, Surveyor Nov 12 at 1 33, Carey st, Lincoln's inn fields
GARBETT, JOHN, Kinver, Staffs, Licensed Victualler Nov 13 at 11.15 Wall, Solicitor, Stourbridge
HAKEWELL, GEORGE JOHN, Throgmorton st, Stockbroker Nov 14 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
HAZZLEWOOD, HANNAH, Leeds, Milliner Nov 11 at 12 Off Rec, 22, Park row, Leeds
HOLAN, JOHN, Alford, Lincs, late Grocer Nov 12 at 12.30 Off Rec, 48, High st, Boston
HUNT, JOSEPH, Barton on Humber, Tailor Nov 13 at 11 Off Rec, Trinity House lane, Hull
ISHERWOOD, ANN, late of Rochdale, Licensed Victualler Nov 11 at 12 Townhall, Rochdale
JOHNSON, JAMES COOK, Coningsby, Lincs, Builder Nov 11 at 12.30 Off Rec, 31, Silver st, Lincoln
LANE, CHARLES A., Keppel st, Russell sq, Financial Agent Nov 13 at 11 33, Carey st, Lincoln's inn fields
LEE, ALFRED, Maygrove rd, Brondesbury, Cheesemonger's Assistant Nov 12 at 2.30 33, Carey st, Lincoln's inn fields
LEWIS, WALTER, Dewsbury, late Grocer Nov 12 at 3 Off Rec, Bank chmbrs, Batley
MAW, JOHN, Doncaster, late Common Brewer Nov 13 at 2.15 Guildhall, Doncaster
MYER, SYDNEY, Hereford, Hop Merchant Nov 11 at 12 2, Offa st, Hereford
NEWELL, CHARLES, Rochdale, Tripe Dresser Nov 11 at 11.15 Townhall, Rochdale
PARROTT, PETER, Macclesfield, Solicitor Nov 14 at 12 Macclesfield Arms Hotel, Macclesfield
PEARSON, EDWIN, and WILLIAM PORTER, The Leys, nr Brockmoor, Staffs, Corn Dealers Nov 13 at 11 Thos Wall, Solicitor, Stourbridge
PEEL, CURRER GILL, Draughton, nr Skipton, Yorks, Farmer Nov 13 at 11 Off Rec, 31, Manor row, Bradford
PERCIVAL, JESSIE, Brondesbury rd, Kilburn, Widow Nov 12 at 12 33, Carey st, Lincoln's inn fields
ROSENBOM, ABRAHAM, Batley, Yorks, Tailor Nov 11 at 10 Off Rec, Bank chmbrs, Batley
SALMON, CHARLES, Cressington, Lancs, Gent Nov 13 at 3 Off Rec, 35, Victoria st, Liverpool
SMALL, JOSEPH, Birmingham, Grocer Nov 12 at 11 25, Colmore row, Birmingham
STANLEY, MARK, Ranskill, Nottingham, Coaldealer Nov 11 at 12.30 Off Rec, 31, Silver st, Lincoln
STEPHENS, CHARLES HENRY, Charlton Kings, Cheltenham, Builder Nov 13 at 5 County court bldgs, Cheltenham
SULLY, JOHN, Newport, Mon, Master Mariner Nov 11 at 12 Off Rec, Council chmbrs, Corn st, Newport, Mon
SURMAN, FRANCIS PETTON, Worcester, Baker Nov 13 at 11 Off Rec, Worcester
TREVATT, JOHN HENRY, Lincoln, Cashier Nov 11 at 12 Off Rec, 31, Silver st, Lincoln
TUCKER, WILLIAM, South Molton, Devon, Stationer Nov 11 at 11.30 Off Rec, 5b, Hammet st, Taunton
WARD, THOMAS NICHOLSON, Wandsworth, Surrey, Gent Nov 13 at 11 24, Railway approach, London bridge
WHITTLE, WILLIAM, Lee Green, Kent, Bootdealer Nov 11 at 11 24, Railway approach, London bridge

ADJUDICATIONS.

ALLEN, EDWARD, Linkinhorne, Cornwall, Farmer East Stonehouse Pet Oct 22 Ord Oct 30
ANTHONY, ALBERT EDWARD, Eastwood, nr Todmorden, Yorks, Joiner Burnley Pet Oct 31 Ord Oct 31
BALDWICK, EDWIN EWEN, Small Heath, Birmingham, Commission Agent Birmingham Pet Oct 30 Ord Oct 31
BLACKBURN, THOMAS SPENCE, Sherburn in Elmet, Yorks, Joiner York Pet Oct 30 Ord Oct 30
BRETT, GEORGE, Gislingham, Suffolk, Farmer Ipswich Pet Oct 29 Ord Oct 29
BROWN, FRANK, Preston, Hitchin, Herts, Hay Dealer Luton Pet Oct 30 Ord Oct 30
CARLING, JOHN JAMES, High Coniscliffe, nr Darlington, late Beerhouse Keeper Stockton on Tees and Middlesborough Pet Oct 31 Ord Oct 31
COOPER, DANIEL, West Bromwich, Boot Dealer West Bromwich Pet Oct 30 Ord Oct 30
CUTLER, JAMES HENRY, Devonshire sq, Bishopsgate Without, Wine Merchant High Court Pet Oct 30 Ord Oct 31
DARLING, WILLIAM, Richmond rd, Westbourne pk, Timber Merchant High Court Pet Oct 9 Ord Oct 31
DUNN, JOHN HENRIQUE, Allsop place, Regent's pk, Middlesex, late Co-operative Store Keeper High Court Pet Oct 31 Ord Oct 31
ELZY, WILLIAM, Great Malvern, Newspaper Proprietor Worcester Pet Oct 20 Ord Oct 27
FORD, WILLIAM THOMAS, St. Donat's rd, New Cross, Lighterman's Manager Greenwich Pet Oct 28 Ord Oct 28
FRANKLIN, JOHN MARTIN, Ramsgate, Baker Canterbury Pet Oct 11 Ord Nov 1
GARBETT, JOHN, Kinver, Staffs, Licensed Victualler Stourbridge Pet Oct 30 Ord Oct 30
GREAVES, SAMUEL, Balsall Heath, Wores, late Licensed Victualler Birmingham Pet Oct 29 Ord Oct 31
GUNN, LEONARD, New Oxford st, Miller High Court Pet Oct 18 Ord Nov 1
HELLIER, JOHN, Balsall heath, Wores, Baker Birmingham Pet Oct 30 Ord Oct 30
HOLAN, JOHN, Alford, Lincs, late Grocer Boston Pet Oct 8 Ord Oct 31
HOLT, JOHN AUSTIN, Ben Rhydding, Yorks, late Cloth Merchant Leeds Pet Nov 1 Ord Nov 1
HUNTER, G. W., Hackney rd, Brewer High Court Pet Sept 4 Ord Oct 31
JAMES, HERBERT HEWLETT WILMOT, Brookville rd, Fulham, of no Occupation High Court Pet Oct 2 Ord Oct 30
JOSEPH, ISAAC, Kennington pk rd, Optician High Court Pet Oct 29 Ord Oct 30
KEMP, GEORGE, Birmingham, Greengrocer Birmingham Pet Oct 29 Ord Oct 31
LEWIS, WALTER, Dewsbury, late Grocer Dewsbury Pet Oct 30 Ord Nov 1
LLOYD, RICHARD, Corwen, Merioneth, Builder Wrexham Pet Oct 31 Ord Oct 31
LONGBOTTOM, JAMES, Ovenden Wood, Halifax, Farmer Halifax Pet Oct 17 Ord Oct 30
MIRAMS, THOMAS, Edgbaston, Birmingham, Clerk in Holy Orders Birmingham Pet Oct 27 Ord Oct 31
PULLEN, HARRY, Portslade, Sussex, Baker Brighton Pet Oct 16 Ord Nov 1
RICHARDS, REUBEN, Stapleton, Glos, Gardener Bristol Pet Nov 1 Ord Nov 1
RICHARDSON, JOHN, Nottingham, British Sports Outfitter Nottingham Pet Oct 31 Ord Oct 31
SALMON, CHARLES, Cressington, Lancs, Gent Liverpool Pet Sept 22 Ord Oct 30
SHARP, EDWARD, Stanford, Kent, Butcher Canterbury Pet Oct 31 Ord Nov 1
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WRIGHT, FREDERICK JAMES, Praed st, Paddington, Carpenter High Court Pet Nov 1 Ord Nov 1

SALES OF ENSUING WEEK.

Nov. 11, 12, and 13.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Ground-Rents and Freehold Properties (see advertisement, Nov. 1, p. 6).
Nov. 13.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties (see advertisement, Nov. 1, p. 5).
Nov. 13.—Messrs. HERRING, SON, & DAW, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties and Freehold Ground-Rents (see advertisement, Nov. 1, p. 5).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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